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Contents.

CURRENT TOPICS	345	LAW SOCIETIES	357
THE RECENT ELECTION PETITIONS	348	LAW STUDENTS' JOURNAL	359
THE RECOGNITION OF BELLIGERENTS	349	LEGAL NEWS	359
LEGISLATION IN PROGRESS	350	COURT PAPERS	359
CORRESPONDENCE	350	WINDING UP NOTICES	360
REVIEWS	350	CREDITORS' NOTICES	360
		BANKRUPTCY NOTICES	361

Cases Reported this Week.

In the Solicitors' Journal.

Ainsworth v. Wilding	354
Attorney-General v. Christ's Hospital	353
B., A Solicitor, Re	355
Gillespie Brothers & Co. v. Cheney, Eggar, & Forrester	354
Hassell v. Stanley	355
Holt & Co. v. Saunders, Green, & Co.	351
La Compagnie de Mayville (Lim.) v. Whitley	352
Marsh v. Joseph	355
Mason's Orphanage and the London and North-Western Railway Co., Re	352
S——, Ex parte	354
Sampson, Re. Sampson v. Sampson	353

In the Weekly Reporter.

Baynes v. Lloyd	328
Denny v. Bennett	333
Hardaker and Others v. Idle District Council and Another	323
Mara v. Browne	330
Pearson (Appellant) v. The Belgian Mills Co. (Limited) (Respondents)	334
San Paulo (Brazilian) Railway Co. v. Carter	336
Yates (Appellant) v. Higgins and Others (Respondents)	336

CURRENT TOPICS.

A SPECIAL general meeting of the members of the Incorporated Law Society will be held on Friday, the 24th of April next, at two p.m. Members who desire to move resolutions or to ask questions should give notice of them to the secretary on or before the 26th of March.

WE GREATLY regret to learn that Mr. Registrar CLOWES is suffering from serious illness, and that complete rest for some time has been ordered by his medical adviser. Mr. WILLIAM TINDAL KING has been appointed Deputy-Registrar during the absence of Mr. CLOWES.

IN REPLY to a question by Sir R. REID in the House of Commons on Monday last, the First Lord of the Treasury announced that the Government Land Transfer Bill was prepared; but, "in view of the not very rapid progress of Government measures," he could not give any pledge as to when it would be introduced.

THE LORD CHIEF JUSTICE, in his speech at the dinner of the Association of Municipal Corporations last week, took occasion to express publicly the opinion, which he said he had expressed privately, that an addition to the bench of the Queen's Bench Division was "undoubtedly urgently needed." He pointed out, with justice, that that Division was "a kind of recruiting ground where, when a judge was wanted in any other quarter, a judge was looked for." Although, no doubt, the present scarcity of judges for the ordinary business of the division is explainable by causes which one would hope may be exceptional, this declaration by the authority best qualified to form an opinion is entitled to great weight. Without permanently increasing the number of judges, authority might be obtained to make an experimental appointment of an additional judge without power to appoint a successor. If, in course of time, it was found that the present number of judges was sufficient, no harm would be done, while the present relief would be great.

THE NEW *Law List*, which is just issued, appears for the first time with the imprint "Published by the authority of the Incorporated Law Society," and will in future be the sole

authorized list for both branches of the profession. It is satisfactory to find that the list of accountants has disappeared, and that the work, which has for over a century constituted the guide to the members of the legal profession, is once more restricted to them, and commences a new career of usefulness, with new features in the shape of lists of the country law societies and other matter of special interest to solicitors. It may not, perhaps, be universally known that the fact that the *Law List* is published by the authority of the Commissioners of Inland Revenue makes the list of solicitors contained in it, under 23 & 24 Vict. c. 127, s. 22, "evidence in all courts, and before all justices of the peace and others, that the persons named therein as attorneys, solicitors, or conveyancers holding such certificates as aforesaid for the current year are attorneys, solicitors, or conveyancers holding such certificates."

THE CASE of *Re B., a Solicitor* (reported elsewhere), is a valuable authority on the law of taxation. Some solicitors are in the habit of collecting rents and doing legal work for their clients, passing their accounts from time to time in a loose way, such as getting the client to sign the ledger after verbal explanations. In the event of a quarrel, it is not at all clear that they might not be called upon for regular bills extending back over the whole period when the verbal explanations were forgotten. It cannot be too often repeated that solicitors and clients are not treated as tradesmen and customers in the matter of settled accounts, and that agreements as to costs should be in writing. The idea, founded on the report of *Re Thompson* in the *Law Reports* (1894, 1 Q. B. 462), that a common cash account will do for a proper bill of fees, charges, and disbursements, is at once dispelled on a reference to some of the more accurate, though "unauthorized," reports.

THE LAND CHARGES Bill, introduced by the Lord Chancellor, promises to be a very useful measure. It aims at simplifying the law with respect to judgments affecting land in two directions—by making the judgment more readily realizable, and by removing the necessity for searching the register of judgments at the Central Office. In lieu of the present mode of execution by *elegit*, it is proposed that the judgment creditor shall be entitled to a charging order charging specified land of the judgment debtor, or a specified interest of the judgment debtor in land, with payment of the amount of the judgment and of interest and costs. This charging order is to have the effect of a mortgage deed, and consequently the judgment creditor will have all the powers of a mortgagee under the Conveyancing Act, 1881. The Bill does not provide, however, as apparently it ought to do, that the statutory power of sale shall immediately be exercisable. Without such provision the judgment creditor may find that he cannot realize his judgment until he has given notice for payment of the "mortgage money," and there has been three months' default. Under the Land Charges and Registration Act, 1888, writs and orders affecting land are now registered at the Land Registry Office, and search at that office is ordinarily sufficient for the protection of purchasers. But there is also the register of judgments at the Central Office, and—to quote the language of the memorandum prefixed to the Bill—"searches are regularly made in it on behalf and at the expense of purchasers of land, though it is doubtful what effect the registration of a judgment has, and whether the search is of any value." It is proposed to put an end to this trouble and uncertainty by providing for the transfer to the Land Registry Office of the business now conducted in the Judgments Department of the Central Office, and, further, by making it clear that a judgment, whether obtained on behalf of the Crown or otherwise, and whether obtained before or after the commencement of the Act, shall not operate as a charge on land. Every writ issued or order made for the purpose of enforcing a judgment against land will have to be registered in the register established under the Act of 1888, and if a purchaser on searching that register finds the land clear he need fear nothing from judgments. The register of judgments apparently will be transferred to the Land Registry Office merely with a view to being closed.

BY OBSERVING the analogy between commercial companies and municipal corporations the Court of Appeal have been able to draw a very useful distinction between notices summoning a meeting of a company and notices summoning a meeting of directors. In the case of a corporation it may happen that certain kinds of business require to be transacted at a meeting of all the members of the corporate body, and unless the date of the meeting is fixed by charter or custom it is essential that the notice calling the meeting should specify the business which is to be done. In *The King* v. *Hill* (4 B. & C. 426), where a question arose as to the election of burgesses of the borough of Monmouth, it appeared that the election lay with the whole body of burgesses, but the day of election was left indefinite. It was said (*per* BAYLEY, J.) that no burgesses could be legally assembled for the purpose of election unless notice of the purposes of the meeting had been given to each burgess residing within the limits of the borough, or unless all the electors were present and consenting. But in *The King* v. *Pulsford* (8 B. & C. 350), where the election of "capital burgesses" of the city of Wells rested with the common council, this circumstance was laid hold of to distinguish the case from *The King* v. *Hill*. It was the business of the common council to be "aiding and assisting the mayor from time to time in all causes and matters touching and concerning the city," and it was the duty, therefore, of the councillors to be ready, whenever summoned, to deal with such business as might arise. Hence a meeting for the election of a capital burgess was properly held although the notice convening the meeting did not state the business which was to be transacted. The Court of Appeal have relied on this case in reversing the decision of NORTH, J. in *La Compagnie de Mayville* v. *Whitley*. According to the above distinction between a meeting of all the corporators and a meeting of a select committee, the notice convening a meeting of a company must (save as to business usually assigned to an ordinary meeting) state the business which is to be transacted, and this, indeed, is generally provided for by the articles. A notice convening a meeting of directors, on the other hand, need contain no such statement. NORTH, J., had held that it ought at any rate to specify business of peculiar importance, such as the appointment of directors and the allotment of shares, but such a rule leaves the matter indefinite, and the principle adopted by the Court of Appeal is more satisfactory. In some companies the issuing of notices specifying the business to be taken at a board meeting may be a convenient practice, but to insist on this as necessary to the validity of the meeting would be a very serious hindrance in the management of companies.

THE COMPANIES BILL which has been introduced in the House of Lords by Lord DUDLEY is substantially identical with the draft Bill prepared last year by the Board of Trade Committee. It will be remembered that the committee in their report laid stress upon the importance of not interfering unnecessarily with the carrying on of company business. After referring to the enormous amount of capital invested in companies in this country—an amount estimated to exceed by £315,000,000 the combined capital of French and German companies—the report proceeded: "It is obvious that legislation affecting interests of this magnitude and widespread character demands great caution and care. Restrictive provisions, which may have the effect of either curtailing the facilities for the formation of companies which bring so much business to England, or of embarrassing the administration of companies, or deterring the best class of men from becoming directors, are not to be lightly entertained." Drafted upon these lines, the Bill touches the formation and management of companies in comparatively few points, although those are undoubtedly of primary importance. The proposal which naturally comes first is the enumeration of matters to be stated in the prospectus, and here the Bill may be expected to encounter a good deal of criticism. The principle enunciated in the report of the committee was that a prospectus upon which the public are invited to subscribe should not only not contain any misrepresentation, but should satisfy a high standard of good faith; and the ideal to be aimed at was stated to be that a prospectus should disclose everything which could reasonably influence the mind of an investor of average pru-

dence. Had the Bill, however, simply prescribed this as a general rule, the question of what matters ought to be disclosed would have been left, for practical purposes, very much at large, and clause 14 is intended to diminish the difficulty by specifying in thirteen paragraphs the points on which information is to be given. The various items will require careful consideration. Without at present entering into details, it may be noticed that the prospectus is intended to disclose the real facts relating to the sale of property to the company, and all amounts paid for promotion or for the subscription of shares. It was the proposal of the committee that this clause should not apply to a circular or notice inviting private subscriptions only for shares or debentures, but the Board of Trade have struck out this restriction, and, in its present form, the clause applies to all notices inviting subscriptions, whether public or private, except notices inviting existing members or debenture-holders to subscribe for further shares or debentures. One of the requirements is that the prospectus shall state the dates, parties, and short purport or effect of every material contract and every material fact known to any director or promoter of the company who is a party to the issue of the prospectus; and it is subsequently provided that, for the purposes of the section, every contract and fact is material which would influence the judgment of a prudent inventor in determining whether he would subscribe for the shares or debentures offered by the prospectus. Under the Bill, therefore, the draftsman of a prospectus will have both to include all matters specifically required, and also bring his story up to the standard of this requirement. In other words, he must attain the ideal of prospectus-drafting laid down in the report of the committee.

After the prospectus attention may be directed to the provisions with respect to allotment of shares and the holding of the first meeting of shareholders. There is no more frequent cause of disaster, said the report of the committee, than allotment upon insufficient capital. To avoid this, the Bill proposes that the memorandum or articles of association should fix the minimum subscription upon which the directors may proceed to allotment, and in the event of this minimum not being reached, no allotment can take place. The Bill of the committee did not absolutely prohibit waiver of this requirement, though there was to be no waiver by an applicant for shares otherwise than by writing signed by him after he had received notice in writing of the deficiency of subscription and before allotment. The Board of Trade have disallowed this relaxation, and it is now proposed that any condition requiring or binding an applicant for shares to waive compliance with the requirements of the clause shall be void. The provisions of clause 18 with respect to the first statutory meeting of the shareholders were intended by the Board of Trade committee to make the meeting a reality, and to utilize it for enabling the shareholders, if they think fit to do so, to review their position and prospects. For this purpose the clause requires the directors, at least seven days before the day of the meeting, to forward to every member of the company a report stating generally the position and prospects of the company, and also certain specified matters, including the total number of shares allotted, and the total amount in respect of such shares received by the company in cash. Clause 20, dealing with the registration of mortgages, follows generally the proposals of the Bill of the committee, but the period within which registration must take place is reduced from twenty-one days to seven. Registration is required in the case of mortgages to secure debentures, mortgages of uncalled or unpaid capital, mortgages which, if created by an individual, would require registration as a bill of sale, and floating charges; but it is provided that the requirement shall not extend to liens by law or charges created in the ordinary course of business. A number of provisions relate to accounts and audit. Under the Bill it is no longer optional with companies whether they will have an audit or no, and auditors will be appointed in manner similar to that provided for banking companies by section 7 of the Companies Act, 1879. These provisions, as well as that for a private detailed balance-sheet in addition to the shareholders' balance-sheet, follow the proposals of the Bill of the committee, but upon the important point of the publicity of the latter balance-sheet the Board of Trade have followed the dissentient opinion of Vaughan Williams, J., in preference to the report of the committee. After a very full discussion the committee determined not to recommend the filing of the balance-sheet with the registrar so as to be open to public inspection. The Board of Trade, however, have provided in the Bill (clause 28 (1) (*d*)) that a copy of the balance-sheet shall be sent to the registrar within thirty days after the meeting at which it is presented, and it appears to follow that the balance-sheet will be open to public inspection. The view of the Board of Trade on this point is wholly opposed to the prevailing opinion of the commercial world, and we apprehend that in this respect the Bill will have to be amended. The Board of Trade, following the report of the committee, have made no provision restraining the formation of companies with less than seven *bond fide* shareholders. The only attempt to deal with "one-man companies" appears to be contained in the provision of clause 36 making it a ground of winding up that the company has been formed in fraud of creditors.

In the case of *Re Countess of Oxford, Cartwright* v. *Del Balzo* (1896, 1 Ch. D. 257), North, J., held that estate duty under the Finance Act, 1894, ought, as between a sum specifically appointed out of certain settled property and the residue of the same property, to be borne rateably. The property consisted of money settled on trust to be laid out in the purchase of land, and was treated in the judgment as if it were land. The tenant for life died after the Act came into operation; but it was not his property, and his executors had not to pay duty upon it: see section 6, sub-section 2. By section 6, sub-section 4 of the Act, "estate duty, so far as not paid by the executor, shall be collected upon an account," deliverable by "the person accountable for the duty," and that person, as appears from section 8, sub-section 4, is first the beneficiary, secondly the trustee, and thirdly every alienee or derivative holder. The enactments referred to belong to the group of sections headed "Collection and Recovery of Duty and Value of Property," and do not seem to be concerned with the question how the burden of the duty is to be borne as between beneficiaries. The only express provision on this subject is section 14, sub-section 1 of which is as follows: "In the case of property which does not pass to the executor as such, an amount equal to the proper rateable part of the estate duty" may be recovered by the person who has had to pay the duty "from the person entitled to any sum charged on such property." This section "contemplates that in all cases coming within it, if the executor or person who has to pay the duty . . . has paid the duty before handing over a share or a sum of money, then he may charge against the person to whom he is handing over the money, or recover from him, if necessary, the amount required for the duty" (per North, J., 1896, 1 Ch. D. 262), but the section, it seems, only applies to cases where the property does not pass to the executor as such, and the beneficiary has a charge on the property. *Re Bourne* (41 W. R. 70, 1893, 1 Ch. D. 186), where the contest was between specific and residuary legatees of a testator's own estate, as to the incidence of the probate and estate duties then payable, was pressed upon the court as shewing that the estate duty ought to be wholly borne by the residue of the appointed property on the analogy of probate duty, but North, J., thought otherwise. "The present case," said his lordship, "is quite different. . . . It is a case of property passing under limitations with which the person dying has nothing to do, except that his death sets the property free—which passes under those limitations to persons who take what is at the present time in equity landed estate; with respect to which there is no probate duty existing at all, and never was. Now, that being so, I must look at the provisions of this Act itself, and say upon whom the estate duty payable in respect of real estate is to fall; and it seems to me that . . . it is intended it shall fall upon the beneficiary, and not upon anyone else; and on the beneficiary or beneficiaries, as the case may be, according to their respective interests" (1896; 1 Ch. 263). This appears to be a clear expression of judicial opinion as to the ultimate liability of all real estate to bear a rateable part of the new estate duty without any right to relief at the expense of other property,

though it may be said to be no more than a *dictum* as regards real estate devised by the person on whose death the property passes. NORTH, J., held that the sum specifically appointed was a "sum charged" on the property within the meaning of section 14 of the Act, but thought that, independently of that section, the beneficiary must bear the estate duty payable in respect of that sum.

THE RECENT ELECTION PETITIONS.

ALL the petitions arising out of the General Election of last year have been decided, with the exception of the recriminatory case and the scrutiny relating to St. George's-in-the-East: this monumental case has dragged its slow length along for more than a month, and appears to be likely to occupy the court for a considerable time longer. Full reports of the decided cases are not yet accessible, but sufficient has appeared in the daily papers to enable us to gauge the importance of their bearing upon some of the points of difficulty which are familiar to all students of election law.

Foremost amongst these is the question, When does the responsibility of a candidate commence? It is common knowledge that there are certain classes of acts which are innocent, and even laudable, when done by a person who is neither a candidate nor a candidate's agent, but which may have a very different complexion when the doer has assumed that capacity. Acts of charity may become bribery or corrupt treating; finding work for the unemployed may degenerate into illegal employment or illegal payment when the charitable donor or employer has entered upon his candidature for Parliament. It is therefore obvious that it is of the last importance in these cases to ascertain at what precise moment a person abandoned his *status* as a private individual, and began to play the more perilous part of candidate.

It may at once be stated that the Corrupt Practices Act, 1883, preserves a discreet silence on this all-important question. As to municipal elections, the Municipal Corporations Act, 1882 (s. 77), defines "candidate" to mean "a person elected or having been nominated, or *having declared himself a candidate* for election"; this definition, though of some assistance, leaves open to dispute the question, What amounts to a declaration of candidature? But as to Parliamentary elections, not even this amount of light is shed upon the question by the statutes. The extreme views on the one side and on the other may be said to be (*a*) that a man becomes a candidate as soon as he goes to a constituency and commences to hold political meetings with a view to standing for that constituency when an occasion offers itself, although no vacancy in the representation exists or is likely to occur for several years; and (*b*) that a man does not become a candidate until the writ to fill a vacancy has been actually issued.

It is abundantly clear that neither of these views is correct. If the former were good law, every sitting member who intended to seek re-election, and any person who intended at some future time to oppose him, would be at all times a candidate, and it would be a serious question whether the ordinary subscriptions of such a person to local institutions might not put his seat in danger; and his responsibility for the acts of any local political association which furthered his views would be a very grievous burden. This aspect of the question is referred to by POLLOCK, B., and BRUCE, J., in the *Lancaster case* (*Times*, 25th January). The learned Baron did not agree that there was no distinction to be taken between an actual candidate and one who intended to be a candidate; and BRUCE, J., held that it was unreasonable that a man who resided in a particular district and took there an active interest in political affairs should be prevented from continuing that interest because he might one day stand for election. The opposite view that the candidature commences with the issue of the writ, if it could ever have been successfully urged, has been quite untenable since the judgment in the *Walsall case* (1893, 4 O'M. & H. 123). HAWKINS, J., in dealing in that case with the commencement of the candidature as affecting the responsibility of the candidate for the acts of agents, uses language which is perhaps the nearest approach to a definite rule that can be found in the election cases. He says, "I cannot think that the period of candidature or the period of agency is to be limited either by the date of the issuing of the writ or by the day of nomination; but I think that when an election is contemplated as probable in the course of a few months, and it is well recognized that to secure the election of a particular candidate, active steps must be taken and every exertion made at once to secure that object, it cannot be reasonably said that there can be no agency to take such steps or to make such exertions until the immediate approach of the election by the issuing of the writ."

It is clear that the true view lies somewhere between the two extremes which have been formulated above. Where the line is to be drawn must always depend upon the circumstances of the particular case. This is the doctrine of the *Walsall case* and of the *Rochester case* (4 O'M & H. 156) which was decided in the same year; and the recent cases, of which *Lancaster* may be taken as an example, seem in no way to question that doctrine, though they do not throw any considerable light upon it.

A similar difficulty often occurs as to the commencement of an *election*, questions often arising as to what expenses must be returned as election expenses, and what may be considered to have been incurred independently of the election. This question seems to have arisen in the *Lancaster case* and the *Lichfield case* (*Times*, 20th December). In the latter case BRUCE, J., is reported to have said that as soon as a candidate commenced to hold meetings in a constituency to advance his candidature, so soon as he began to take measures to promote his election, the election commenced, and all expenses afterwards incurred must be returned. Here, again, a fuller report would probably shew that the learned judge was rather dealing with the facts of the case before him than laying down a universal rule.

The *Haggerston case* (*Times*, 11th February) was interesting from the different views taken by the judges (WRIGHT and BRUCE, JJ.), not as to the law, but as to its application to the particular circumstances. There the respondent had paid for a number of free food tickets, which were distributed in the constituency during a time of great distress; neither judge seems to have been disposed to quarrel with this conduct on the part of the respondent. Why, BRUCE, J., asked, should the respondent alone harden his heart and refuse the relief of charity? But an indiscreet person, whom WRIGHT, J., held to be an agent for the respondent, published a letter, in which the distribution of food was put forward as a ground for supporting the respondent at the poll; this, WRIGHT, J., held, converted a praiseworthy act into either bribery or treating. But BRUCE, J., differing, the seat was retained.

Allegations of bribery by charitable gifts and relief tickets played a prominent part in the *St. George's case* (*Times*, 14th March), and POLLOCK, B., there lays down some important principles for the decision of such questions. The distribution of charitable tickets dishonestly and colourably on a large scale, without due consideration of the needs of the persons to whom they are given, tends to a legitimate inference that there was a corrupt motive. Such charity, the learned Baron says, "is twice cursed, corrupting alike the giver and receiver." But the dishonest and corrupt motive must be shewn. Where such an evil motive does not exist, "there is no reason why a candidate should not be allowed to interest himself in relieving the distress of a poor constituency." The question in each case is "Whether the governing principle in the mind of the man was that he was doing something to corrupt the voters, or whether he was doing something which was a mere act of kindness or charity?" The views so expressed are in no way inconsistent with earlier cases which deal with this point, such as *The Stafford case* (1 O'M. & H. 228), *The Windsor case* (2 O'M. & H. 88) and *The Boston case* (*Ibid.* p. 161). In the particular case before them, the Court (POLLOCK, B., and BRUCE, J.) held that, though it would have been more prudent for the candidate to have abstained from the immediate distribution of the relief, there was no evidence that his motive was corrupt. And they took the same view as to a subscription given by him to aid the assertion of the costermongers in the constituency of their rights to trade in the streets, Michael Angelo Taylor's Act notwithstanding.

Another important question—as to the agency of political associations—was considered in the *St. George's case*. At an entertainment given by an association which was of the same political complexion as the respondent to the petition, tickets carrying with them the right to refreshments, were dis-

tributed by the officers of the association. It was held that the treating was not corrupt, and that the distributors of the tickets were not acting as agents for the respondent. But on this point it must be borne in mind that the entertainment was given at a time when no election was imminent. The same remark applied to the treating, by the respondent himself, of the members of a political club nearly three years before the election took place. This was held, under the circumstances, not to have been done to influence the election, and to have been free from corrupt motive.

Charges under the Corrupt Practices Act, 1895 (relating to false statements as to the character of a candidate) formed part of the case for the petitioner in the *St. George's case*, and were practically the foundation of the whole petition in the *Sunderland case*, but in both instances the facts fell very far short of the allegations, and no decision of permanent value has been obtained upon that Act. It is possible that the new statute will require consideration in the course of the St. George's recriminatory case.

In the *Southampton case* the commission of an illegality was clearly proved: there was power to relieve from its consequences, but this the judges, in the exercise of their discretion, declined to do in the case of one of the respondents on account of his having failed to repress certain acts of rowdyism on the part of his supporters. This decision has been severely criticized, but it must be borne in mind that relief from the consequences of an illegal act is an act of grace entirely in the discretion of the court, and they are justified in considering whether the general conduct of the election is such that the dispensing power ought to be exercised in the particular case.

THE RECOGNITION OF BELLIGERENTS.

RECENT events between the Governments of Spain and the United States with regard to the position of the Cuban insurgents justify a brief examination into the principles of International Law applying to the recognition by neutral nations of the rebellious subjects of a foreign power as belligerents.

VATTEL lays it down as a doctrine that when a country is divided into parties by a civil war, each faction may be regarded by a foreign power as belligerents, and help may be accorded to the side whose cause appears to be just. It is clear that such a view as this must receive some qualification. It is impossible to conceive that any foreign power could be permitted to judge of the purity of motives as between the parties to a struggle for some political or social concession. Were such a doctrine to be regarded as sound, it would warrant an intolerable amount of interference by nations in each other's internal affairs, and would certainly provoke continual hostilities. It is not surprising to find that WHEATON (International Law, 3rd English Edition, p. 36) qualifies such a statement thus: "Until the revolution is consummated, whilst the civil war involving a contest for the Government continues, other States may remain indifferent spectators of the controversy, still continuing to treat the ancient Government as sovereign and the Government *de facto* as a society entitled to the rights of war against its enemy; or may espouse the cause of the party which they believe to have justice on its side. In the first case the foreign State fulfils all its obligations under the law of nations; and neither party has any right to complain, provided it maintains an impartial neutrality. In the latter, it becomes, of course, the enemy of the party against whom it declares itself, and the ally of the other." These expressions, as is pointed out by the American writer HALLECK (International Law, English edition by Baker, 1878, p. 67), probably mean to refer merely to the legal results of such a declaration, and not to say that the justice or injustice of a cause would *per se* warrant extraneous interference. He also points out that, judged thus, VATTEL's statements become consonant with other portions of his work.

It is, of course, interesting to see what American writers themselves consider to be the state of things which justifies the recognition of belligerency. WHEATON'S editor (*sup.* at p. 40) holds that "when a rebellion has assumed such proportions that it may, without abuse of language, be called a war, and when it is carried on by some species of organized government or authority, neutral States may then recognize such revolted Government as a belligerent. This is simply the assertion of a fact, and ought in no case to give offence to the parent State." In DANA'S edition of Wheaton, p. 34, it is laid down that "the occasion for the accordance of belligerent rights arises when a civil conflict exists within a foreign State. The reason which requires, and which can alone justify, this step by the Government of another country is that its own rights and interests are so far affected as to require a definition of its own relations to the parties." He then proceeds to examine the causes which justify interference, and concludes that there must be a state of *war—i.e.*, powers and rights of war must be actually in operation. Some pregnant words follow: "As to the relation of the foreign State to the contest, if it is solely on land, and the foreign State is not contiguous, it is difficult to imagine a call for the recognition." Again, he proceeds: "If it [*i.e.*, a foreign nation] issues a formal declaration of belligerent rights prematurely, or in a contest with which it has no complexity, it is a gratuitous and unfriendly act."

Before commenting on these dicta, let us contrast them with the opinions of the eminent international lawyer, Mr. HALL. In brief, he regards the true ground for recognition of belligerency to be based upon a possibility of a foreign nation's interests being prejudiced by hostilities, in which one side has not the enjoyment of belligerent privileges, so that recognition becomes a reasonable measure of self-protection. This condition is attained when hostilities approach the foreign nation's border, and is inseparable from their extension to the ocean. It is perhaps unnecessary to enter into any disquisition as to the objects sought to be gained by recognition of belligerency by way of illustrating indirectly the circumstances under which it is by International Law permissible. Shortly put, the result is to place such foreign nation in the position of a neutral between two legitimate combatants, unless, as Mr. HALL says (International Law, 1895, at p. 32), the good faith of the recognition can be impugned, a circumstance which would be sufficient to support the right to satisfaction by war. Moreover, the effect of the recognition is to endow the insurgents with rights and duties identical with those of a state as between them and the foreign country in question. Without the recognition of war, neutrals need not respect blockades or permit their merchant vessels to be searched on the high seas. Again, considerations of humanity come into the question, the lack of recognition exposing insurgents to the danger of being treated as traitors or pirates. Mr. HALL points out that various acts of cruelty might be perpetrated were no recognition of belligerency accorded. Prisoners might be executed as criminals, instead of being treated as civilized countries treat their enemies. Another result is to benefit the parent State by absolving it from responsibility for acts done by the revolutionists. This is clearly put by the American writer WHITING (War Powers under the U.S. Constitution, 43rd ed., p. 333), who observes that the concession of belligerent rights by a European power to the Confederate States during their struggle released the United States from all claims for injuries inflicted upon subjects of that power by the insurgents.

The foregoing considerations therefore lead to the conclusion that to justify recognition of belligerency the following circumstances should be present. There should be war in the sense specified; there should also be an organized Government. It is more than questionable whether either of these conditions are in force with regard to Cuba. The foreign country's interests should be prejudiced, so that the recognition is a matter of self defence. The struggle, if on land, should be contiguous to the foreign country's borders. If the ocean is the scene of the struggle, larger considerations will apply. No doubt a small number of American vessels have been stopped, but surely under no circumstances calling for the recent declaration. The mercantile marine of the world is not affected, or else this country, as the possessor of the largest share, would have had reason to complain. The borders are not contiguous, and so far as can be judged no commercial interests of importance are prejudiced. Does the Government of the United States, then, profess to act in the interests of humanity with a view to restrain any particular outbreaks of cruelty to captives, or to inculcate upon its own

citizens the necessity of respecting blockades and submitting to searches, or does it desire to absolve Spain from any pecuniary loss due to the insurrection? It is rather difficult and delicate to determine, but on the whole it does not seem unreasonable that the Spanish Government should have at once considered the action of the United States to be unfriendly.

Perhaps the most important instance of the recognition of belligerency was that on the part of this country towards the Confederate States in 1861. Then seven States formed a union with a Constitution intended to become permanent; actual war was in existence; letters of marque were being issued; and a large stretch of coast was in the hands of insurgents, which stretch was subsequently declared to be under blockade. Under these circumstances the British Government declared its recognition of belligerency. These circumstances are very different to those now existing in Cuba.

LEGISLATION IN PROGRESS.

CHURCH PATRONAGE.—The Benefices Bill, introduced by Viscount CRANBORNE, which has been read a second time in the House of Commons, and referred to the Standing Committee on Law, consists of three parts. The first deals with the transfer and exercise of Church patronage, the second with admission to benefices, and the third contains provisions as to the adequate discharge of the duties of benefices. In Part I. the material clause is the first. This provides that no transfer of a right of patronage shall be valid which does not transfer the whole right of the transferor; in the event of a transfer after the passing of the Act, the transferee is debarred from exercising the right of presentation for a year after the transfer, any vacancy within that period being filled up by the Crown; at the same time the transferee is to retain his right of patronage under such circumstances, if he gets a certificate from the bishop that the right may properly be exercised by him; a transfer of a right of patronage made within a year after the institution of an incumbent is to be void; transfers of rights of patronage are to be void when provision is made for the postponement of any part of the consideration for more than three months after the agreement for sale; and there are provisions making void any charge or incumbrance on a right of patronage, and prohibiting the transfer of any right of patronage by means of a public auction.

BURGLARY.—The Burglary Bill, introduced by the Lord Chancellor, proposes that, notwithstanding anything contained in the Quarter Sessions Act, 1842, a court of quarter sessions shall have jurisdiction to try a person charged with burglary. The Act of 1842 excluded burglary from the jurisdiction of quarter sessions as being a felony punishable with penal servitude for life. In the case of small burglaries, however, there is no reason why the offence should not be dealt with at quarter sessions and the assizes consequently relieved. The Bill enables justices to make the necessary distinction, by directing them to commit for trial at the assizes, unless, owing to the absence of arms, of personal violence, or of any circumstances which make the case a grave or difficult one, they think it expedient, in the interests of justice, to send the person charged for trial at quarter sessions. The Bill has been read a second time in the House of Lords.

JUVENILE OFFENDERS.—The Summary Jurisdiction (Whipping) Bill introduced by the Lord Chancellor, which has been read a second time by the House of Lords, proposes that in the case of the conviction of boys under fourteen by a court of summary jurisdiction, the court if they think it expedient to do so, may, either in substitution for or in addition to any other punishment, order the boy to be privately whipped. Thereupon he is to be whipped with not more than twelve strokes of a birch rod by a constable in the presence of a superior officer. The parent or guardian of the boy, if he desires, is to be entitled to be present.

CORRESPONDENCE.

UNCERTAINTY IN CHARITABLE GIFTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your article under the above heading, Mr. Justice Stirling might have referred to the use of the word "charitable" in the service for the public baptism of infants in the Prayer Book in the following sentence: "Nothing doubting, but that he favourably alloweth this *charitable* work of ours," &c.

Combs, Stowmarket, March 12. E. G. APPLETON.

REVIEWS.

LICENSING LAW.

THE LAW AND PRACTICE OF LICENSING. By GEORGE JOHN TALBOT, Barrister-at-Law. Stevens & Son (Limited); Sweet & Maxwell (Limited).

This is a handy little text-book of the licensing laws worked up with great care in the form of a digest. It is extremely useful as a guide to the complicated branch of law with which it deals. But it appears to aim at two objects which, if not inconsistent, are certainly difficult to reconcile and realize at one stroke. As a practitioner's text-book it is too condensed and complicated with multitudinous cross references. As a parliamentary draftsman's preliminary digest for a consolidatory statute it is effective, but not complete; the author confessedly throwing up the task when he reaches the subject of excise licenses; nevertheless, for this purpose it would be a most valuable help, especially if the parliamentary draftsman were disposed to be a vigorous innovator in style.

The author is not always judicious in consulting the habits of ordinary readers. His "transfer license" as distinguished from the statutory "transfer of a license" is needlessly confusing. His classification of licenses without respect to "on" and "off" licenses; and his adoption of the antiquated term "alehouse" to represent the "desirable fully-licensed public-house" of the auctioneers and the public are other instances. He is undoubtedly entitled to use any term which he clearly defines, and we have no objection to the general clearness of his definitions. But such little matters shew a lack of readiness to grease the wheels of a book. It is an interesting effort, and with a little more elbow-room and adaptability might be very effective as a text-book.

REVISION OF STATUTE LAW.

ENGLISH STATUTE LAW REVISED. BEING AN ANALYSIS OF THE EFFECT OF THE LEGISLATION OF 1895 UPON EARLIER STATUTES RELATING TO ENGLAND. By PAUL STRICKLAND, Barrister-at-law. William Clowes & Sons, Limited.

This publication will be of much assistance to the hard-worked practioner by enabling him rapidly to gauge the precise effect of the legislation of 1895 upon English public general statutes of previous years. Taking the amended statutes in chronological order, Mr. Strickland deals with them in the following manner—namely, where a section has been altered, either by the omission, addition, or substitution of words, it is printed in large type in its amended form, while, on the other hand, the effect of amendments which do not alter the text of a statute is briefly indicated in a note printed in small type under the title of the Act affected. The principal textual alterations occur in the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60), the Factory and Workshops Act, 1878 (41 & 42 Vict. c. 16), and the Factory and Workshop Act, 1891 (54 & 55 Vict. c. 55). We would suggest that where, as in the case of section 14, sub-section (1) of the first-named statute, the amendment takes the form of *additional* words, it would be better to indicate such amendment by italics than by inverted commas, which do not so readily arrest attention, and that, when part of a section is repealed, it might sometimes be safer to print such part in italics than to omit it altogether. The Table of Public General Acts for 1895 is given in an appendix. Should the present publication prove successful, as we hope it will, it is intended to continue it as an annual series.

BOOKS RECEIVED.

A Digest of the Law of Libel and Slander; with the Evidence, Procedure, Practice, and Precedents of Pleadings, both in Civil and Criminal Cases. By W. BLAKE ODGERS, M.A., LL.D., Q.C. Third Edition. Stevens & Sons (Limited).

The Sale of Goods Act, 1893; including the Factors Acts, 1889 and 1890. By his Honour Judge CHALMERS (Draftsman of the Act). Third Edition. William Clowes & Sons (Limited).

Selden Society. Select Cases from the Coroners' Rolls, A.D. 1265-1413; with a Brief Account of the History of the Office of Coroner. Edited for the Selden Society by CHARLES CROSS, Ph.D., Assistant Professor of History, Harvard University. Bernard Quaritch.

The Law List, 1896. Comprising the Judges and Officers of the Courts of Justice; Counsel, Special Pleaders, Conveyancers, Solicitors, Proctors, Notaries, &c., in England and Wales; the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts; Metropolitan and Stipendiary Magistrates, &c. Published by the authority of the Incorporated Law Society. Compiled, so far as relates to Special Pleaders, Conveyancers, Solicitors, Proctors, and Notaries, by J. S. PURCELL, C.B., Controller of Stamps and Registrar of Joint-Stock Companies, and published by the authority of the Commissioners of Inland Revenue. Stevens & Sons (Limited).

The Annual Digest of all the Reported Decisions of the Superior Courts, including a selection from the Irish; with a collection of Cases followed, distinguished, explained, commented on, overruled, or questioned, and References to the Statutes, Order, and Rules of Court. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Intermediate Law Examination made Easy. Complete Guide to Self-preparation in the Twelfth Edition of Mr. Serjeant Stephen's New Commentaries on the Laws of England. By ALBERT GIBSON. Tenth Edition. By the AUTHOR and ARTHUR WELDON, Solicitors. The "Law Notes."

CASES OF THE WEEK.

Court of Appeal.

HOLT & CO. *v.* SAUNDERS, GREEN, & CO.—No. 2, 16th March.

TRADE-MARK — RECTIFICATION OF REGISTER — WORD "TRILBY" IN ORDINARY TYPE—NAME OF INDIVIDUAL—FICTITIOUS CHARACTER—PATENTS, &c., ACTS, 1883-1888, s. 64 (1), (A), (B), (D), (E).

This was an appeal from the decision of North, J., reported *ante*, p. 99, and 44 W. R. 269. The plaintiffs brought this action to restrain the defendants from infringing their trade-mark, which consisted of the word "Trilby" in ordinary type and was registered in class 38 for aprons, gloves, &c. The defendants moved to rectify the register of trade-marks by striking off this mark, and North, J., allowed the motion, his lordship being of opinion that sub-sections (a) and (b) were the only sub-sections of section 64 of the Patents, &c., Act, 1888, which dealt with names, and that as "Trilby" did not come within either of those sub-sections, it must be struck off the register. The plaintiffs appealed. Section 64 of the Patents, &c., Act, 1883, as amended by section 10 of the Patents, &c., Act, 1888, provides that for the purposes of the Act a trade-mark must consist of or contain at least one of the following essential particulars: "(*a*) A name of an individual or firm printed, impressed, or woven in some particular and distinctive manner; or (*b*) a written signature or copy of a written signature of the individual or firm applying for registration thereof as a trade-mark; or (*c*) a distinctive device, mark, brand, heading, label, or ticket; or (*d*) an invented word or invented words; or (*e*) a word or words having no reference to the character or quality of the goods, and not being a geographical name."

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ., KAY, L.J., dissenting), allowed the appeal.

LINDLEY, L.J., after referring to section 64 said: This section must be taken in connection with other sections of both Acts, and especially in connection with sections 68 to 76 of the Act of 1883. The decisions, however, on that portion of section 64 of the Act of 1883, which relates to fancy words and words not in common use, are inapplicable to the section which has been substituted for it, and which does not contain those words. Clauses (*a*) and (*b*), however, remain unaltered. The word "Trilby" can clearly be registered as a trade-mark. No one disputes this. "Trilby" is either the name of an individual, and within clause (*a*) of section 10 of the Act of 1888, or it is a word within clause (*e*) of that section. The difficulty is to determine which of these two it is. "Trilby" does not come within any of the other sub-sections of section 10. It may have been once an invented word within clause (*d*), but it long ago became too well known to fall under that head. On the other hand "Trilby" is not a geographical name, nor has it any reference to the character or quality of goods. The argument that it has is ingenious, but unsatisfactory. To what character or quality does the word refer? The only answer suggested is that, when used with articles of ladies' clothing, it has reference to such articles as are fit for a lady, or for such a person as "Trilby." This is too fanciful and far-fetched for any practical purpose. *Re Harris' Trade-mark* (9 Pat. Rep. 492), in which the Beatrice shoe was in question, turned on the fancy word clause in the Act of 1883, and not on the Act we have now to consider. The same observation applies to *Re Banks and James' Trade-mark* (44 W. R. 32), the "Shakespeare" cigar case. I do not think that the word "Trilby" can fall both within clause (*a*) and within clause (*e*). It must, I think, fall within one or the other, but not within either at the option of the person desiring to register it. If "Trilby," or any other word, is the name of an individual within clause (*a*), it may be registered, but then it must be "printed, impressed, or woven in some particular and distinctive manner." This condition is essential to protect other persons of the same name in the right to use it in their own trade. It was contended that a person might register his own name under (*e*), and that other persons of the same name would be protected by the proviso clause (3). But clause (3) is a proviso to clause (2), and not to clause (1), which states what may be registered. It would, in my opinion, be wrong in law to construe section 10 of the Act of 1888 as allowing a person to register under (*e*)—*i.e.*, in no particular or distinctive manner—any word which is the name of an individual within clause (*a*), and which under that clause must be "printed, impressed, or woven in some particular or distinctive manner." Such a construction would render the condition imposed by clause (*a*) nugatory. So far, I agree with the judgment of North, J. There remains, however, the real difficulty in this case, which is to determine whether the word "Trilby" is the name of an individual within clause (*a*) of section 10 of the Act of 1888. Clause (*a*) does not say that the name to be registered need be the name of a living person, nor the name of the applicant for registration. In this respect clause (*a*) differs from clause (*b*). The reference to a firm, however, points rather to real persons than to imaginary persons. In metaphorical language, an imaginary person may perhaps be called an "individual," but such a use of the word is unusual, and to my mind rather fanciful. It is hardly to be supposed that the Legislature meant "individual" to be taken in a fanciful or metaphorical sense, or meant it to denote an imaginary person who has not, and never had, any real existence. I do not think that such words as Hamlet, Sam Weller, Jupiter, Venus, &c., can be called names of "individuals" within the meaning of clause (*a*) of section 10. Such names fall within (*e*) rather than (*a*). "Trilby" is clearly a word within (*e*) unless it is the name of an "individual" within (*a*), and I am not prepared to hold it to be within (*a*). The language of (*e*) is clear; that of (*a*) ambiguous as regards the names of persons who have not, and never had, a real existence. That which is clear ought to prevail over that which is doubtful. On this point, therefore, I am unable to agree with North, J. The practice of the office has been to allow the registration of names of imaginary persons, although such names are not "printed, impressed, or woven in any particular or distinctive manner." The view taken in the office has been that such names are "words" within clause (*e*) of section 10, and not names of "individuals" within clause (*a*). For the reasons I have given I think this view and the practice founded upon it are correct. No doubt the registration of such a name as "Trilby" would give rise to troublesome questions if a person of that name should hereafter make his appearance and wish to carry on business under his own name, or to register his name printed in some distinctive manner under clause (*a*). Such questions would be avoided by deciding that such a name as "Trilby" could only be registered under (*a*). Again, to hold that such a word as "Trilby" can be registered under (*e*) is open to the objection, that such a construction creates monopolies in the use of a great number of common names, without imposing any condition whatever, and invite scrambles to obtain such monopolies. In this respect the Act of 1888 lets in words which were excluded by the Act of 1883, by reason of their being words in common use. On the other hand, as pointed out in the "Somatose" case (*Re Farbenfabriken application*) (42 W. R. 488; 1894, 1 Ch. 645), the Act of 1883, by letting in fancy words, was in some respects wider than the Act of 1888, which has left those words out, and replaced them by invented words. All the court has to do, however, is to construe the words of section 10 of the Act of 1888, and of those sections of the Act of 1883 which have to be construed with it. The creation of monopolies in words was no doubt intended by the Legislature, but it is obvious, from section 10 of the Act of 1888, and from section 74 of the Act of 1883 (which relates to additions to trade-marks), that whilst, on the one hand, the Legislature has permitted the acquisition of monopolies in many words for trade purposes, on the other hand it has placed restrictions on that acquisition, with a view, no doubt, to lessen the inconvenience which every monopoly produces. This double object must not be lost sight of. But, after all, the true construction of the Act must be the ultimate guide in every case, and the construction which North, J., has adopted is, I think, too far removed from the ordinary meaning or the words "name of an individual" to be sustained. The appeal must, therefore, in my opinion, be allowed with costs.

KAY, L.J., after referring to section 64, said: It is obvious that this last sub-section (*e*) is not intended to include the matters dealt with by the preceding sub-sections. "Word" in this last sub-section (*e*) does not mean "name," or "invented word." These are provided for before. On any other construction the preceding sub-sections (*a*), (*b*), and (*d*), would be superfluous and unmeaning. The section is in this part of it an exact copy of section 64 of the Act of 1883, except that, instead of the words "fancy word or words not in common use," sub-sections (*d*) and (*e*) are substituted. No word, not being a name or a fancy word, could be registered alone under the Act of 1883. "Trilby" cannot be registered as a name under (*a*) or (*b*), because it is not "printed, impressed, or woven in some particular and distinctive manner," nor is it the signature of the person applying to register. Nor could it be registered as an "invented word" under sub-section (*d*). It was not invented or first used by the person seeking to register it, which would seem to be necessary to obtain registration under sub-section (*d*). If "Trilby" is not a name of an individual, I cannot see how it can be a "word" under sub-section (*e*). If it is a word and not a name, it must be an "invented word," and that must be registered, if at all, under the previous sub-section (*d*). It is none the less an "invented word," because this applicant, not being the inventor, cannot register it under that sub-section. "Word" in sub-section (*e*) is contrasted with "invented word" under sub-section (*d*). In sub-section (*e*) "word" has its ordinary meaning, which, according to the dictionaries, is "a part of speech"—the expression of a mental idea or conception. A meaningless collocation of letters is not a "word" in the ordinary sense. Sub-section (*e*), contrasted with sub-section (*d*), seems to me not to apply to anything which would not come within the ordinary signification of a "word." Now, unquestionably, "Trilby" is a name. Otherwise it has no meaning whatever. Is it the name of an individual? It is the name of a person in fiction. It is a personal name. It is not like the name of a heathen deity, as suggested. It is used as the name of a supposed human being. In that sense it is the "name of an individual." There is no evidence that it was ever the name of a living person. If it ever was I do not see that it would be possible to say that it was not the "name of an individual." "Name of an individual," as used in the Act of 1888, means, I think, a personal name, as distinguished from the name of a plant or an animal. If it is a personal name it cannot be registered, unless it is "printed, impressed, or woven in some particular and distinctive manner." When the name of a fictitious person is brought in for registration, is there to be an inquiry whether anyone has borne the name? And, if not, is it to be treated,

not as an "invented word," but as a "word" which may be registered under sub-section (*c*)? We are told that it is the practice to put names like this on the register. But, I believe, this is the first time this question has been brought before the court, and we must decide what is the true effect of the statute in such cases. On the whole, my opinion is that "Trilby" is a "name of an individual," and that, to entitle it to registration, it must be "printed, impressed, or woven in some particular and distinctive manner." If this were not so, I should think it was an "invented word," which, however, this applicant could not register, because he was not the inventor, nor the person who first used it. But I do not think that an "invented word," which cannot be registered under sub-section (*d*) can come within sub-section (*c*) and be registered as a "word" under that sub-section. The result is that I agree with North, J., and think that this word should be removed from the register.

A. L. SMITH, L.J., in the course of a written judgment, said:—In my judgment sub-section (*a*) and (*b*) do not embrace fictitious names, such as emanate from the pen of novel writers or from the creative brain of other composers, and this being what the name of "Trilby" is, it does not, in my opinion, fall within sub-section (*a*). That the name "Trilby" is a word I do not doubt. It is nothing more nor less than a fictitious fancy name—*i.e.*, a word. Is it, then, a word having reference to the character or quality of the goods, or is it a geographical name? I agree with North, J., in this, and I say it is neither. Why, then, is it not within sub-section (*c*) of section 10? In my judgment sub-section (*c*) embraces a name which does not fall within sub-section (*a*), and as "Trilby," for the reasons which I have given, does not fall within (*a*), and as it has the essential particulars named in sub-section (*c*) of being a word having no reference to the character or quality of the goods, and not being a geographical name, I think that "Trilby" is a good trade-mark within sub-section (*c*), and for these reasons I think that this appeal should be allowed.—COUNSEL, *Swinfen Eady*, Q.C., and *Micklem*; *Vernon Smith*, Q.C., and *Kerby*; *The Attorney-General*, and *Ingle Joyce*. SOLICITORS, *Sharpe, Parker, Pritchards, & Barham*, for *W. A. Jones*, Manchester; *Le Voi; Solicitor to the Board of Trade*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

LA COMPAGNIE DE MAYVILLE (LIM.) *v.* WHITLEY—No. 2, 12th March.

COMPANY—DIRECTORS—MEETING—NOTICE OF BUSINESS TO BE TRANSACTED—"EXTRAORDINARY" BUSINESS.

This was an appeal from a decision of North, J. The plantiff company, which is an English one, was formed in May, 1895, for the purpose of establishing a watering-place at Le Touquet, near Calais. The capital of the company was £400,000 in £1 shares. Seven persons signed the memorandum of association and subscribed for one share each. The articles of association provided that the first directors should be appointed by the subscribers of the memorandum of association, the total number not exceeding nine. The directors had power to fill up casual vacancies in their number, and two were to form a quorum at their meetings. Seven directors were originally appointed by the subscribers, of whom Mr. H. S. Seal, a solicitor of Serjeant's-inn, and Mr. Henri Tellier, a French gentleman, resident in France, accepted office. Mr. Whitley, the first defendant to the action, although originally appointed a director, did not know of his appointment for some considerable time, and on the 3rd of February, 1896, a resolution was entered in the minute-book appointing him a director in the place of Mr. F. C. Burnand, resigned. Whitley at once commenced to act as a director, and under his instructions the books and papers of the company were removed from No. 7, Serjeant's-inn (Mr. Seal's office) to the Constitutional Club, of which Whitley was a member, and the registered office of the company was changed from No. 7, Serjeant's-inn to No. 14, Cockspur-street. On the 14th of February, 1896, Whitley and Tellier held a meeting in the bedroom of the former at the Constitutional Club. Seal had not had notice of this meeting, and the directors purported to pass resolutions appointing Sir Terence O'Brien, K.C.M.G., a director, and appointing solicitors and bankers of the company, and other business was transacted. On the 22nd of February, Seal obtained the consent of five of the subscribers to the memorandum of association to the use of the name of the company as plaintiffs and issued a writ, by which he sought to restrain his co-directors from excluding him from meetings of the directors, from holding meetings without due notice, and asking for other consequential relief. On the same day, but before the writ had been served, Seal received notice of a meeting of directors called for the 24th of February. The proposed business for such meeting was not stated, but Whitley wrote to Seal saying that "the business will be brought up which was the subject of the meeting held on the 14th." Seal did not attend this meeting, at which the resolutions passed on the 14th were confirmed, and some additional business was transacted, including the allotment of 500 shares each to Sir Terence O'Brien and General Sir Richard Taylor, the necessary qualification for directors; and they were appointed additional directors. A resolution was also passed that the solicitors of the company be instructed to take all necessary steps to prevent the name of the company being used by Seal in his action against Whitley and Tellier. Another board meeting was held on the 2nd of March; there were present Mr. Seal, Mr. Whitley, Sir Terence O'Brien, and Sir Richard Taylor. A further allotment of shares was made in spite of Seal's opposition, the total number of shareholders being brought up to forty-two, so that meetings of the company might be held. Seal, in the name of the company, added Sir Terence O'Brien and Sir Richard Taylor as defendants to the action, and moved for an injunction to restrain the defendants (*inter alia*) from excluding Seal from acting as director, from holding meetings of directors without due notice, and from acting on the resolutions purporting to have been passed on the 14th and 24th of February, and to restrain Sir Terence O'Brien and Sir Richard Taylor from acting as directors. The solicitors of the company filed a cross-motion, in the name of the company, asking that the record might be amended by striking out the name of the company as plaintiffs, on the ground that the name had been used without proper authority. On the hearing of the two motions North, J., was of opinion that the meeting of the 14th of February was invalid, because no notice of it had been given to Mr. Seal, and that the meeting of the 24th of February was also invalid, because the notice did not state the business to be transacted at that meeting, such business being "unusual" and not "routine" business. In consequence Sir Terence O'Brien and Sir Richard Taylor had not been duly appointed directors, and the injunction asked against them must go. His lordship was also of opinion that there had been no attempt to exclude Mr. Seal, so that that part of the injunction failed. The injunction was granted to restrain the defendants from holding meetings of directors without due notice given. On the cross-motion his lordship declined to interfere, on the ground that even if the company's name had been used without authority, the motion to strike out was made equally without authority. Both the defendants and the company appealed, and urged that there was no rule which made it necessary that the business to be brought up at a directors' meeting should be stated. An intelligent principle was laid down by Lord Tenterden in *The King* v. *Pulsford* (8 B. & C. at p. 354), and that has been acted upon ever since.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J.—This is a case which involves one question of immense importance to companies. As to the necessity of notice of directors' meetings and the business to be transacted at them, I am not prepared to say that it is necessary: as a matter of prudence it would be wise to give notice of extraordinary business to be transacted. But there is an immense difference between meetings of shareholders and meetings of directors, who have to attend the meetings. It is not uncommon for them to meet regularly once a week or once a month at a fixed time and place without notice. It is their duty to go when they are paid for their services, as here, and do whatever business is necessary. To hold in law that what was done at a directors' meeting without notice of the business was invalid, would be extremely embarrassing. This point was considered by Lord Tenterden in *Rex.* v. *Pulsford* (8 B. & C., at p. 354). So far as I know the only other case in which the point has been considered is *Re The Homer District Consolidated Gold Mines* (39 Ch. D. 546, 37 W. R. Dig. 36). That case, no doubt, contains a passage which goes to shew that the purpose for which the meeting was held was not stated: but when the case is looked into the decision is absolutely right. That case, except on the question or notice, is not in point here. If we are asked to say that notice is necessary for all cases except where ordinary routine business is to be transacted, we shall not be following sound law. His lordship then considered the evidence in detail, and came to the same conclusion as North, J., that there was no intention to exclude Seal from the meetings, and therefore the injunction must be refused. The appointment of Sir Terence O'Brien and Sir Richard Taylor as directors was also regular and valid. The second appeal was also right, because Seal had obtained the authority of a majority of the subscribers to the memorandum of association to the use of the company's name as plaintiffs, but he had not got the authority of the shareholders.

KAY, L.J., in the course of his judgment, said that North, J., felt the difficulty in laying down a rule that notice must be given of all extraordinary business to be transacted at directors' meetings. His lordship had never heard of such a law, and did not see how such a rule could be workable; though it was usual and very wise and proper to send special notice of any extraordinary business to be transacted. In point of law, even if extraordinary business was to be transacted, it was not necessary for notice of such business to be given beforehand.

A. L. SMITH, L.J., gave judgment to the same effect, and quite agreed with what Lindley, L.J., had said as to Lord Tenterden's words in *Rex.* v. *Pulsford* (*ubi suprâ*). Appeal allowed.—COUNSEL, *Vernon Smith*, Q.C., and *Gore-Browne*; *Younger*; *Swinfen Eady*, Q.C., and *Peterson*. SOLICITORS, *Burn & Berridge*; *Lee & Pembertons*; *Oldman, Clabburn, & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

***Re* MASON'S ORPHANAGE AND THE LONDON AND NORTH-WESTERN RAILWAY CO.**—No. 2, 27th February.

CHARITY—DEED OF FOUNDATION—SALE BY TRUSTEES—CONSENT OF CHARITY COMMISSIONERS—"SCHEME LEGALLY ESTABLISHED"—CHARITABLE TRUSTS AMENDMENT ACT, 1855 (18 & 19 VICT. C. 124), S. 29.

This was an appeal from a decision of Stirling, J. (reported 44 W. R. 61). The trustees of a charity, founded by the late Sir Josiah Mason, derived their title to certain lands under a deed of foundation of the 29th of July, 1868; this deed was duly enrolled and perfected in accordance with the provisions of 9 Geo. 2, c. 36. The trustees had, under the deed, absolute powers of sale and exchange of the lands. In exercise of such powers they contracted with the railway company to sell to them part of such lands for the purposes of their undertaking. On the title the purchasers objected that under section 29 of the Charitable Trusts Act, 1855, the trustees were precluded from exercising the powers of sale without the consent of the Charity Commissioners. In the absence of such consent the railway company proposed in the alternative to pay the purchase money into court. The vendors refused to comply with either alternative, and on the hearing of a vendor and purchaser summons taken out by the railway company, North, J., held that the deed of foundation of the charity was not a "scheme legally established" within the meaning of section 29 of the Charitable Trusts Act of 1855, and that therefore the trustees could not force their title on the purchasers. Section 29 is as

follows: "It shall not be lawful for the trustees or persons acting in the administration of any charity to make or grant, otherwise than with the express authority of Parliament, under any Act already passed or which may hereafter be passed, or of a court or judge of competent jurisdiction, or according to a scheme legally established, or with the approval of the board, any sale, mortgage, or charge of the charity estate, or any lease thereof," &c. The trustees appealed, and urged that the deed of foundation constituted a "scheme legally established" within the meaning of section 29, and that the consent of the Charity Commissioners was not necessary.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J.—The point is quite plain, and I cannot improve on Stirling, J.'s, judgment. I content myself with reading the section of the Act, bearing in mind that the Act of 1855 is to be read with the Charitable Trusts Act of 1853. The section is additional to that Act. It is admitted that the prohibition is subject to certain conditions; if they are not fulfilled, then the prohibition arises. No lawyer would read the words "scheme legally established" otherwise than as a technical expression. I cannot read it as equivalent to "trusts duly declared." The construction put upon the section by Stirling, J., is correct, and the appeal must be dismissed.

KAY, L.J., quite agreed. He said the judgment of Stirling, J., was accurate in every point. In reviewing the history of this legislation, the grammatical meaning of section 29 was quite unmistakable. The court would always direct a scheme for the administration of a charity. The word scheme had a meaning with reference to a charity settled and well known long before this Act; it must mean that which the courts had always understood it to mean, unless something was to be found to contradict that inference in the Acts of Parliament. Going back 150 years to the case of *Attorney-General* v. *Smart* (1 Ves. Sen. 72). Lord Hardwicke commented on the use of the words "legally established," and they had been used constantly from that time down to the present time. The section contained an absolute prohibition; it was not an enabling, but a negative clause—you shall not sell except under certain conditions. If you came within the exceptions you might sell; it only applied to persons who could sell, and could not apply to those who could not sell. The decision of Stirling, J., was right, and the Act of Parliament applied precisely to this particular case.

A. L. SMITH, L.J., said that the purview of the section was that trustees should not sell, mortgage, lease, &c., without the consent of some outside authority to say that the sale was right. Appeal dismissed.—COUNSEL, *Hastings*, Q.C., *Warmington*, Q.C., and *Ingle Joyce*; *Arthur Underhill*, SOLICITORS, *Burton, Yeates, & Hart*, for *Johnson, Barclay, Johnson, & Rogers*. Birmingham; *C. H. Mason*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL *v.* **CHRIST'S HOSPITAL**—Chitty, J., 28th, 29th, and 30th January; 3rd March.

ENDOWED SCHOOLS ACTS—COMMISSIONERS—SCHEME—EXCEPTED ENDOWMENTS—COMPULSORY APPLICATION IN AID OF SCHEME—CY-PRÈS—JURISDICTION OF COURT—THE ENDOWED SCHOOLS ACT, 1869 (32 & 33 VICT. c. 56), s. 14 (1).

In the year 1890 a scheme was settled, under the powers of the Endowed Schools Act, 1869, for the administration of the educational endowments of Christ's Hospital, in the face of much opposition by the governing body. The scheme provided for the removal of the school to Horsham, the sale of the old site, and for the establishment and carrying on of other schools, including ultimately a day school. Owing to the opposition of the governing body, all endowments given since the 2nd of August, 1819—*i.e.*, less than fifty years before the commencement of the Endowed Schools Act, 1869—were necessarily excepted by section 14, set out below, and these excepted endowments and the non-educational endowments were still under the jurisdiction of the old governing body, who were established by the Charter and Act of Parliament hereinafter mentioned. In 1894 Chitty, J., directed a scheme of these excepted endowments to be settled, as the income thereof had not, in fact, been applied since the severance of the funds by the scheme of 1890. The Attorney-General now brought in a scheme asking in effect that the excepted endowments should be placed under the control of the administrative body constituted by the scheme of 1890, and dealt with according to that scheme, or, in the alternative, that the income should be temporarily applied in aid of that scheme. The Charter and the Act of Parliament establishing the charity were so general and indefinite as to the educational purposes for which the endowments were to be applied that the case resembled a general gift to charity, and the court had power to specify the particular purposes to which the charity should be applied: *vide* Schools Inquiry Commission Report, 1867, p. 448 (*b*); *Re Shrewsbury Grammar School* (1 M. & G. 324), *Attorney-General* v. *Wyggeston Hospital* (12 Beav. 113), *The Berkhampstead School case* (L. R. 1 Eq. 102, 14 W. R. Ch. Dig. 23), and *Re Campden Charities* (30 W. R. 496, 31 W. R. 741, 18 Ch. D. 310, 24 Ch. D. 213), *Clephane* v. *Provost of Edinburgh* (L. R. 1 Sc. A. 417, 17 W. R. H. L. Dig. 3). A contrary argument would entirely destroy the doctrine of *cy-près*. The old governors objected that the court had no jurisdiction to sanction such a scheme without their consent. They proposed themselves to establish a day school in London. This was obviously within the scope of the charity, and therefore no case of *cy-près* arose. No case of maladministration or breach of trust was suggested against them calling for the interference of the court. No scheme was necessary, but as the order of 1894 directed a scheme to be brought in, though otherwise leaving every question open, the governors now brought in their own scheme to establish a day school on their own lines, and that scheme, which was a legal and not a *cy-près* scheme, the court ought *primâ facie* to accept. Of course the Attorney-General could criticize it. Section 14 of the Endowed Schools Act, 1869, provides as follows: "Nothing in this Act shall authorize the making of any scheme interfering (1) with any endowment, or part of an endowment (as the case may be) originally given to charitable uses, or to such uses as are referred to in this Act, less than fifty years before the commencement of this Act, *unless the governing body of such endowment assent to the scheme.*"

CHITTY, J. (who during the argument had pointed out that he was not sitting there as the Queen and the two Houses of Parliament), said that the jurisdiction of the court was neither diminished nor increased by section 14, though the section might form some guide to the court in the exercise of its discretion within the limits of its jurisdiction. The policy of the section seemed to be that the excepted endowments were not to be interfered with unnecessarily. Now, the governing body was originally incorporated by the Charter of Edward VI., which empowered them to make rules for the good of the charity, to appoint officers, &c., as to them should seem good. The objects of the charity were to be found expressed in general terms, but though so expressed ample power was conferred on the governors of making ordinances and appointing officers and governors for the particular regulation and administration of the charity and its property. Certain disputes arose as to the government of this hospital and other hospitals, part of the original foundation, and in 1782 the Act 22 Geo. 3, c. 77, was passed, giving validity to an agreement for settling them, such agreement being set out in the Act. The effect of this Act was "to establish a separate governing body for Christ's Hospital with full powers of management over its possessions and affairs": *Re Endowed Schools Act*, 1869; *Re Christ's Hospital* (38 W. R. 758, 15 App. Cas. 172, 179). This separate body had continued ever since to manage and administer the charity subject only to such of its possessions and rights of administration as were expressly taken away from them by the scheme of 1890. No case of breach of trust or maladministration had been suggested against the old governing body. There was no case of failure of the trusts or of the charitable objects of the excepted endowments. No such point had been raised, and rightly. No such failure was caused by the severance of the funds by section 14. The trusts remained, and were capable of being executed. These were the facts which raised the question of the jurisdiction of the court in settling the scheme. It was unnecessary to examine the numerous authorities cited. His lordship preferred to state his opinion broadly. He held that it was beyond the jurisdiction of the court to sanction the Attorney-General's scheme in the face of the opposition of the existing governing body. Their title was founded by Royal Charter and established by Act of Parliament. The court had never assumed legislative authority, revoked a Royal Charter, or repealed an Act of Parliament. It had never ousted such a body as the present governors against their will, and that, too, where no breach of trust was charged. There was no authority for any such proposition. Yet that was the proposition which underlay the Attorney-General's scheme. His lordship could not, under the guise of executing the trusts *cy-près*, upset the constitution of the present governing body, or by transferring their powers and duties of administering the trusts to another governing body reduce them to the position of bare trustees of the funds vested in them. To establish such a scheme as that submitted by the Attorney-General nothing less than an Act of Parliament would suffice. His lordship then made some general observations on the governors' scheme, observing that the proposed day-school was obviously within the scope of the charity, but referring the details to chambers with the fullest liberty for the Attorney-General to consider and criticize.—COUNSEL, *Sir Richard Webster*, A.G., *Warrington*, Q.C., and *Dibdin*; *Byrne*, Q.C., and *Vaughan Hawkins*. SOLICITORS, *Clabon*; *Beachcroft Thompson, Hay, & Ledward*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **SAMPSON. SAMPSON** *v.* **SAMPSON**—Stirling, J., 7th March.

WILL—CONSTRUCTION—GIFT OF INCOME OF RESIDUE UNTIL ALIENATION—TIME OF VESTING—FORFEITURE.

This was a summons by the wife of William Henry Sampson against the executors of the surviving trustee of the will of the testator and William Henry Sampson, asking for payment to her on her separate receipt of a sum of £132 7s. 5d., admitted to have been received by the respondents, the executors, in respect of income of the real and personal estate of the testator, and claimed by plaintiff to have become payable to her in the events which had happened, and for other relief. The testator by his will devised and bequeathed his real and personal estate to trustees upon trust, after the decease of his wife (who died before the date of this summons), to apply the income of the trust property accruing due in the lifetime of his son (the defendant, William Henry Sampson) in accordance with the trusts thereinafter expressed concerning the same, those trusts being "upon trust to pay to my said son so much of the same . . . income as would not, although the same were payable to him, be by his act or default, or by operation or process of law, so disposed of as to prevent his personal enjoyment thereof, and to apply so much of the same . . . income as would, if the same were payable to my said son, be disposed of as last aforesaid, for the benefit of his wife and children and other issue for the time being in existence, or some one or more of those objects, if any; or, if none, for the benefit of the person or persons for the time being entitled, or presumptively or expectantly entitled, to the income of my trust property in such proportions, at such times, and in such manner as my trustees shall in their discretion think fit." There was no issue of the marriage of the

plaintiff and the defendant, William Henry Sampson. On the 16th of April, 1895, after the death of the testator's widow, the solicitors of the defendants, the executors, wrote to William Henry Sampson, enclosing an account and informing him that they had in their hands income to the amount of £132 7s. 5d. payable to him. He assented by telegram to the account, and asked for the money to be paid to him. In reply to this he received another letter from the same solicitors, dated the 17th of April, informing him that the trustees had been served with a garnishee order *nisi* (which had been obtained by the said solicitors acting for creditors of W. H. Sampson) attaching the said sum. The garnishee order was made absolute on the 24th of April, the plaintiff having on the 18th of April served notice on the said solicitors not to pay the fund over to the husband's creditors. The executors having paid the creditors, this summons was taken out.

STIRLING, J.—[His lordship stated the facts as above set out, and after expressing an opinion that it was to be regretted that the solicitors of the trustees should have also acted for the creditors of W. H. Sampson in the matter of the garnishee order, he continued:—] The trusts declared of the income of the testator's estate during the life of W. H. Sampson are to me novel in form, and apparently have not hitherto been the subject of judicial consideration. They are not altogether happily expressed, but the object of the testator appears to be that a vested right or interest should not arise in the income except as it accrued due—*i.e.*, such right or interest was not to arise as to any portion of the income until (at the earliest) such portion came to the hands of the trustees, and then only as to such portion. The testator directs this portion to be dealt with in one of two ways, according as the son has or has not done or suffered any act which would prevent his personal enjoyment of it, if he has not, this portion of the income is to be paid to him; if he has, then it is to be applied at the discretion of the trustees for the benefit of the wife and children of the son. There is then in effect a series of alternative limitations declared of the successive instalments of income which reach the hands of trustees. These limitations must all take effect during the lifetime of the son, and do not offend against the rule against perpetuities, neither do I see that they can be treated as objectionable on the ground of repugnancy or otherwise, and in my judgment they are valid in law. It is next to be considered at what precise period of time one or other of these alternative limitations is to take effect. It is contended on behalf of the plaintiff that the son takes no vested right or interest in any portion of the income until it has actually reached his hands; and in support of this view the recent decisions of the Court of Appeal in *Hood Barrs* v. *Cathcart* (42 W. R. 628, 1894, 2 Q. B. 559) and *Loftus* v. *Heriot* (1895, 2 Q. B. 212) are relied on. It must be taken to be established (unless and until the House of Lords decides otherwise) that the restraint on anticipation in the case of a married woman is operative until the fund affected by the restraint has actually reached her hands. This, however, is not a case of the rights of a married woman for whose benefit the restraint on anticipation was desired, nor is it in strictness one in which anticipation or alienation is restrained. The question rather is whether the son ought to be treated as having acquired any title to any portion of the income until it has actually reached his hands, or whether a right to income in the hands of the trustees vests in him at an earlier date. There is a class of cases which have not infrequently been considered by the courts, and appear to me to have some bearing on this point. I mean those in which there has accrued a gift over on the death of a legatee before actually receiving his legacy, and among them I may mention *Hutchins* v. *Warmington* (1 Ves. 366); *Gaskell* v. *Harman* (11 Ves. 489); *Law* v. *Thompson* (4 Russ. 92); *Martin* v. *Martin* (14 W. R. 986: 2 Eq. 404); *Minors* v. *Battison* (1 App. Cas. 428); *Johnson* v. *Crook* (28 W. R. 12; 12 Ch. D. 639); *Re Collison* (28 W. R. 391; 12 Ch. D. 834); *Bubb* v. *Padwick* (28 W. R. 382; 13 Ch. D. 517); *Re Chaston* (18 Ch. D. 218); *Re Wilkins* (*ibid* 634); *Wilks* v. *Bannister* (30 Ch. D. 512). These cases are not entirely consistent among themselves, but this at least they establish—*i.e.*, that whether or not a testator can effectually cause a vested gift to be divested before it has actually come to the hands of the legatee, such an intention ought not to be attributed where the words are not clear, and in cases where the words are susceptible of such an interpretation the court has held that the period over which the operation of a divesting clause of this kind is to extend ought not to be held to continue beyond the time at which the legacy is *de jure* receivable. The courts always favour early vesting, regarding it as undesirable that rights and interests should depend on the degree of diligence with which trustees perform their duties. The cases to which I have referred are not direct authorities, and the question must be determined on the consideration of the terms of this particular will. So regarding it, I think that the epoch at which the destination of any instalment of income is to be determined is the moment when that instalment either "accrues due" or is in the hands of the trustees ready for application in accordance with the trusts of the will. For the present case it is not necessary to determine this. If at that instant the son has not by his own act or default, or by process or operation of law, been deprived of the enjoyment of it, I think he is entitled to receive it. The trustees have not conferred on them by the will any discretion to retain it in their hands with a view to its application at a later period, and it seems to me that this right of a son to receive cannot be affected by subsequent events. This being so, it follows that William Henry Sampson's title to the sum mentioned in the summons accrued on the 16th of April, 1895, and that the plaintiffs consequently never became entitled to the benefit of the discretionary trust. The summons must therefore be dismissed.—COUNSEL, *Graham Hastings*, Q.C., and *G. N. Marcy*; *H. B. Buckley*, Q.C., and *E. Beaumont*. SOLICITORS, *Field, Roscoe, & Co.*, for *C. F. Dean*, Slough; *Bell, Brodrick, & Gray*, for *Rodgers, Thomas, & Sandford*, Sheffield.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

AINSWORTH *v.* **WILDING**—Romer, J., 13th March.

PRACTICE—MOTION TO VARY JUDGMENT—JUDGMENT PASSED AND ENTERED BY REGISTRAR—JUDGMENT AGREED TO BY MISTAKE—INTENTION OF PARTIES—ACTION TO SET ASIDE JUDGMENT—R.S.C., ORD. 28, R. 11.

This was a motion in the above action, on the part of one of the defendants, that the judgment given therein might be set aside and the action might be reheard. The facts of the case were as follows. The action came on for trial before Romer, J., in November, 1894, and his lordship, on the 23rd day of that month, made a declaration by consent, and directed certain accounts and inquiries. This judgment was passed and entered by the registrar. The applicant submitted that the consent of the plaintiffs and defendants thereto was given by mistake, and that such order did not express their intention, and that in any case the applicant had given his consent by mistake. The respondents maintained that the court had no jurisdiction to discharge the order on motion, and that it could not deal with the judgment unless a fresh action was brought.

ROMER, J., held that he had no jurisdiction to hear the matter on motion except with the consent of the parties, which the respondents refused. Formerly the Court of Chancery had power to rehear cases after the decree had been entered; but that ceased with the Judicature Acts. The only cases in which the court could interfere after the passing and entering of the judgment were (1) where there had been an accidental slip in the judgment as drawn up, in which case the court had authority under R.S.C., ord. 28, r. 11; (2) where the court found that the judgment did not state what it had decided and intended. It could not be said that this case fell within either of the exceptions, and consequently the motion must be dismissed with costs. This would not, of course, prejudice the right of the applicant to proceed by a fresh action.—COUNSEL, *Hopkinson*, Q.C., and *Butcher*; *Neville*, Q.C., and *Leigh Clare*; *E. C. Macnaghten*. SOLICITORS, *Robbins, Billing, & Co.*; *Bower, Cotton, & Bower*; *P. G. Robinson*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

Ex parte S——10th March.

APPLICATION TO ADVANCE DATE OF TRIAL—STATEMENT OF CLAIM IN AN ACTION PUBLISHED IN AN EVENING NEWSPAPER—ALLEGED CONTEMPT OF COURT.

In this case counsel moved *ex parte* that a motion to commit the editor of a certain London evening newspaper for an alleged contempt of court might be marked "urgent." The article complained of was substantially a reprint of the statement of claim in an action in which his client was the defendant, and it was contended that it was of extreme importance to the fair trial of that action that this motion should be brought on as soon as possible. The statement of claim had only been delivered three days before the notice appeared in the paper, and therefore before the defence had been filed, so that the proceedings had not even become a matter of record. Under these circumstances he contended that it was extremely important that the action should be tried as quickly as possible. With the permission of the court he desired neither to disclose the name of his client nor to read the article. [A copy of the newspaper was accordingly handed up to their lordships.] In support of his application he contended that the information had been communicated by a private individual, and could not be regarded in any way as a copy of a document to which the public might have a right of access. The statement shewed on the face of it that it was published with the express desire of representing to the public that his client had done something that was highly improper, as the amount of damages claimed, which were considerable, were set out *in extenso*. He moved on two grounds: first, that the article was in itself calculated to prejudice the trial of the action, and if copied by country papers might spread an injustice to his client far and wide; and secondly, that it was a case of the grossest abuse of the process of the court, as at the time of publication the defence had not been filed. He relied on the decision of Malins, V.C., in the case of *Re Cheltenham and Swansea Waggon Co.* (8 Eq. 590).

THE COURT (WILLS and DAY, JJ.) granted the application.—COUNSEL, *J. Eldon Bankes*. SOLICITORS, *Lewis & Lewis*.

[Reported by ESKINE REID, Barrister-at-Law.]

GILLESPIE BROTHERS & CO. *v.* **CHENEY, EGGAR, AND FORRESTER**—17th March.

SALE OF GOODS—IMPLIED WARRANTY BY SELLER OF FITNESS FOR A PARTICULAR PURPOSE—SPECIFIED ARTICLE SOLD UNDER A TRADE NAME—SALE OF GOODS ACT, 1893 (56 & 57 VICT. C. 71), S. 14.

This case involved a question under the Sale of Goods Act, 1893, s. 14. The action was brought for damages for the breach of a contract to supply a cargo of coals. The plaintiffs, who were commission agents in the City of London, received the following letter from their correspondents in Barbadoes:—

"May 18, 1895.

"We have decided to order a cargo of coal, and will ask you kindly to look after same, getting us the cheapest freight possible. We hope that you will be able to get us a vessel at not over 7s. per ton freight, and we think you ought to be able to do so taking a cargo of 800—1,000 tons. . . . As to the quality of the coal, we note that you suggest Ferndale

as the most suitable, being somewhat harder than other cheaper coals. We think ourselves that this will be an advantage; and, at any rate, for a first cargo, we will take whatever kind of coal you think it best to send us after satisfying yourselves of its suitability for the purposes we require—viz., the bunkering of steamers and ships of war—and, of course, it must stand well up on the British and foreign Admiralty lists. You will understand we do dot require Scotch, North country, or any other coal than Cardiff. We think we have now fully explained our requirements, and we now leave ourselves entirely in your hands, feeling sure you will do your best for us in all respects, &c."

The plaintiffs went to the defendants, who were coal agents in the City of London, and after shewing them the letter, ordered from them the coals which were required. A cargo of 500 tons of Hill's Plymouth coal was shipped and accepted without complaint. A short time afterwards a further cargo of 500 tons was sold, for which the defendants forwarded the following contract note:—

"London, June 28, 1895.

"That Messrs. Gillespie, Brothers, & Co. agree to buy, and Messrs. Chaney, Eggar, & Forrester agree to sell, a cargo of coals, deliverable at Barbadoes, per ship *Enrichetta M.*, now at Swansea, on the following conditions, viz.:—

"1. That the quantity be about 500 tons.

"2. That the coal is to be of the description known as Cyfartha Merthyr or Hill's Plymouth.

"3. That the price, including cost, freight, and insurance, is to be 18s. 6d. per ton from alongside. Address, Commissioner on Charter for buyer's benefit. . . .

"6. Seller's responsibility to cease on shipment of cargo."

These coals were bought by the defendants as Cyfartha Merthyr Colliery Screened Steam Coal, a description which appeared on the Admiralty list. It was assumed for the purpose of the present inquiry that the coal supplied was not fit for bunkering purposes, and the sole question was whether there was a warranty that the coal should be fit for bunkering purposes. For the plaintiff it was contended that under the provisions of the Sale of Goods Act, 1893, s. 14, as the defendants had notice that the goods were required for a particular purpose, a warranty was implied that they should be fit for that purpose. Section 14 provides as follows: "Subject to the provisions of this Act and of any statute in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale except as follows: (1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to shew that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose, provided that in the case of the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose." For the defendants it was contended (*inter alia*) that the terms of the contract were to be looked for in the contract note, and that the evidence of the antecedent circumstances was not admissible: *Randall* v. *Newson* (2 Q. B D. 102), and *Kain* v. *Ord* (2 B. & C. 627), were cited. The defendants' counsel also relied on the proviso in section 14 (1), pointing out that the coal was supplied under a trade name.

Lord Russell of Killowen, C.J., decided in favour of the plaintiff. He said that his judgment proceeded on the assumption that no statement had been made by the defendants which excluded the implication which the law imposed. The effect of the plaintiffs shewing to the defendants the letter from their correspondents was to make known to them the purpose for which the coals were required, and, further, that the buyers were relying on the sellers' skill and judgment that the article should be suitable for the purpose required. There could be no doubt that the case fitted into the provisions of section 14. The section dealt with cases in which there was nothing in the contract itself to shew that the buyer had told the seller the purpose for which the goods were required or that he had relied on his skill. Those facts were to be supplied by other evidence, so that, though the contract itself was wholly silent, there would be annexed to the contract by law a warranty that the goods sold should be reasonably suitable for the purposes required. As to the proviso, it was not intended to apply in the case of raw material, but only in the case of manufactured articles, and that was not this case. Counsel, *Cohen*, Q.C., and *H. F. Boyd*; *Bigham*, Q.C., and *R. M. Bray*. Solicitors, *Druces & Attlee*; *Thomas Eggar*.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

Solicitors' Cases.

Re B., A Solicitor—Chitty, J., 10th, 11th, and 18th March.

Solicitor—Bill of Costs—Taxation—Settled Account—Previous Payment—Agreement for Costs—Jurisdiction to order Delivery of Bill possibly untaxable—The Solicitors Act, 1843 (6 & 7 Vict. c. 73), ss. 37, 41—The Solicitors Remuneration Act, 1881 (44 & 45 Vict. c. 44), s. 8.

Summons by a client against his solicitor for the delivery of bills of costs, and to have the same referred for taxation. For some ten years prior to 1895, and from a time when the client was an undergraduate at the university, the solicitor had been engaged in procuring him money loans. It was agreed between them, verbally, that the solicitor's remuneration should be, not according to the usual scale charges, but a percentage on the sums advanced, on the ground of the special opportunities he possessed for obtaining loans. The solicitor was in the habit of retaining the percentage in question out of the sums advanced, and of furnishing his client with cash accounts containing items of lump sums expressed to be for "costs" or "agreed costs" or "on account of costs." The loans were made at a reasonable rate of interest, and the applicant made no charge of fraud against the solicitor, nor imputed to him any improper conduct in the matter of the loans. The solicitor resisted the application on the following grounds: (1) Settled account; (2) Payment within section 41 of The Solicitors Act, 1843: *Re Thompson* (42 W. R. 462; 1894, 1 Q. B. 462); (3) Agreement for costs under The Solicitors Remuneration Act, 1881, s. 8; (4) No jurisdiction to order delivery of a bill that must prove untaxable: The Solicitors Act, 1843, s. 37. The previous payments would be at once referred back to the bill when delivered: *Hitchcock* v. *Stretton* (40 W. R. 555, 1892, 2 Ch. 343); so the bill would be a paid bill.

Chitty, J.—This is an application by a client for the delivery of formal bills of costs by his solicitor, and for taxation of those bills. The solicitor acted for the client from 1883 to 1894, a period of ten or eleven years. The application was made in January, 1895. It cannot be questioned on the facts that no bill of costs was ever delivered. By bill of costs I mean what the Solicitors Act, 1843, says—viz., a bill of fees, charges, and disbursements. I entirely dissent from the argument that there are two kinds of solicitors' bills. There is only one, as is shewn by numerous authorities. In the present case accounts have from time to time been made out by the solicitor and delivered to the client. If these accounts had been between a tradesman and his customer, they might, as to many of them, be properly taken to be settled accounts. I need hardly go into the question of what a settled account is. The common law called it an account stated. An account may be stated between ordinary persons, and where items on both sides are shewn, the statement may, and generally does, result in a payment at law. I mean that it results, not only in payment of the balance actually paid, but in payment of the whole account. It is argued that the same principle applies as between solicitor and client—viz., that a settled account amounts to payment of a bill. I decline to travel over the cases for the third or fourth time. I expressed my opinion in *Re Street* (L. R. 10 Eq. 1 65, 18 W. R. Ch. Dig. 130). Counsel for the solicitor has pointed out that Jessel, M.R., made some observations on *Re Street* in *Re Hall & Barker* (26 W. R. 501, 9 Ch. D. 538), but those observations were addressed to another part of the case—viz., whether the bills were to be treated as one bill or separate bills. I have already, in *Re Stogdon* (56 L. J. Ch. 420, 35 W. R. Dig. 60), expressed my opinion as to the true explanation of *Ex parte Heming* (28 L. T. 144), and Stirling, J., has adopted my explanation (*vide Hitchcock* v. *Stretton* (40 W. R. 555; 1892, 2 Ch. 343). I am sorry to have to refer to it again, but the explanation is that in *Ex parte Heming* a proper bill was substantially delivered. There is no authority for the proposition that a mere settled account, where no proper bill has been delivered, is payment within the statute of 1843. Perhaps it may be useful to observe that since the recent Act of 1881 on the subject there may be a true bill delivered in particular cases, as, for instance, where the scale applies, the bill merely stating one scale item. There may also be a bill within the Act of 1881 referring to costs as agreed. In considering that statute I am brought face to face with the enactment in section 8, that the bill delivered is not conclusive against the client. The agreement is one of which the fairness and reasonableness may be questioned. In *Re Fraps* (41 W. R. 417; 1893, 2 Ch. 284) the Court of Appeal took that view, and Lindley, L.J., observed that it was impossible to decide whether the agreement was unfair or unreasonable without taxation. I add that it is impossible to say anything at all on the subject until a proper bill for fees, costs, and disbursements has been delivered to the client. Till then the court is not in a position to say whether the agreement is fair or the charges reasonable. There is nothing to prevent a person *sui juris* settling an account if he likes after a proper bill has been delivered. Counsel for the solicitor argued that I had no jurisdiction to order a bill to be delivered unless I could also order taxation. He said there could be no taxation where there had been payment. I reply, there has been no payment of any bill. Many of the so-called accounts merely contain the words "costs," "agreed costs," or "on account of costs." The question of jurisdiction falls to the ground, and cannot be maintained as a general proposition. There is a case in the Privy Council which I consider to have been well decided, and follow without reluctance. I refer to *Duffett* v. *McEvoy* (10 App. Cas. 300, 33 W. R. Dig. 238). The judgment turned on a colonial statute, but it was founded on an examination of the meaning of section 37 of the Solicitors Act, 1843, and it consists in shewing that the colonial Act was the same as the English Act, the lengthy section 37 being split up into several sections. With regard to the Solicitors Act, 1843, Lord Blackburn says that the provision in section 37, authorizing courts and judges to order bills to be delivered in the same cases where they are authorized to refer bills, does not mean that no bill shall be ordered to be delivered until it is ascertained to be taxable. He also says, if there has never been a bill at all, a bill can be ordered to be delivered without an order for taxation necessarily following. The result of that case is that the court can order delivery whether or not it has jurisdiction to tax. Now, the solicitor in this case sets up an oral agreement—viz., that in regard to the raising of loans for the client there should be a uniform charge of 5 per cent. on the amount. An oral agreement, however, is not within the statute of 1881. But here and there in the fourteen documents called "settled accounts" there are references to agreed costs, and counsel for the solicitor argued that, by examining the amounts charged for costs I could ascertain that the charge was 5 per cent. on the loan business. I am not sure that that is made out. I do not propose to prejudice that question. There is a notable difference between the total amount charged and the scale charges. I have a tabular statement shewing that the total amount deducted for costs was £3,178, whereas the scale fee was £589.

The difference is £2,600. But the tabular statement does not exhaust the matter. The solicitor transacted other business besides loans, as to which no oral agreement is alleged. I do not intend to express any final opinion, but I must observe that the 5 per cent., having regard to the sums raised, is largely in excess of the scale fee. Perhaps it can be justified, but, *primâ facie*, a case of serious overcharge appears on the loan transactions. They were loans to raise money for a young man at Oxford just after attaining twenty-one. The loans went on as he grew older. Though he began without a consummate knowledge of the law of costs, knowledge which is hardly to be expected in an Oxford undergraduate, he gained experience later on. The later loans were made for the purpose of repaying the former loans. On the question of fairness it is to be noted that the young man was in a position to give, and did give, security. The solicitor got him out of financial troubles. No charge of fraud is or can be made against the solicitor. There was a little mystery about the real existence of a money-lending firm called Buller & Co., from whom the solicitor said he obtained the loans, but that mystery is quite cleared up. Counsel for the solicitor brought his knowledge of the Copyright Acts to bear on he point, and produced from Stationers' Hall the entry of a book written by an Indian General carrying on business as Buller & Co., moneylenders. I must mention one authority which at first sight seems to support the argument that there can be payment of a bill where no proper bill has been delivered, but only a cash account. In *Re Thompson* (1894, 1 Q. B. 462) the judgments speak of the delivery of a *bill of costs*. From the report of the facts in the *Law Reports*, it is not easy to make out what document the judges are referring to as a bill of costs. It is evident that there is something omitted in the *Law Reports*, for it appears by the *Law Journal* report (63 L. J. Q. B. 187) that there was an order for the delivery of a bill of costs and delivery of a bill in pursuance of such order. By some slip that bill is not mentioned in the *Law Reports*, and counsel was enabled to argue that the cash account delivered in that case was a sufficient bill. Counsel urged the lapse of time as a bar to this application, but rightly admitted that no Statute of Limitations applied. He appealed to the court to exercise its discretion by refusing to make the order. If the matter is one of discretion, the court looks at the circumstances. But, on the correspondence, the solicitor says he is quite ready to deliver a bill; so I am not putting on him a task too hard of performance. There was a suggestion intended to be made on the affidavit that, by reason of a change in his office, the solicitor had not got the proper materials. This was a slip on his part, as the change of office took place before these transactions. I order a bill to be delivered and taxed. I hold there has been no payment, so that section 41 of the Solicitors Act, 1843, preventing taxation after a year, does not apply. Though the solicitor may shew before the taxing master that some of the agreements were fair and reasonable, I send it to the taxing master to inquire. Usual order for delivery of bills of fees, charges, and disbursements and for taxation thereof, with a direction to the taxing master to certify whether any and what agreements within the Act of 1881 have been entered into between the solicitor and his client, and, if so, whether any and which of such agreements are or are not fair and reasonable; costs reserved; solicitor to have two months for delivery of his bills.—COUNSEL, *Farwell*, Q.C., and *Sington; Scrutton*. SOLICITORS, *Rowcliffes, Rawle, & Co*, for *A. & G. W. Fox*, Manchester; *Peard & Son*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

HASSELL *v.* STANLEY.—Chitty, J., 13th March.

PRACTICE—SET-OFF FOR COSTS—SOLICITOR'S LIEN—INDEPENDENT PROCEEDINGS—ACTION IN COUNTY COURT—APPLICATION TO CHANCERY DIVISION—R. S. C. 1883, ORD. 65, R. 14, R. 27, REG. 21.

Motion. A plaint was instituted in the county court at Liverpool in September, 1895. The defendants having applied to remove the plaint into the Chancery Division, Chitty, J., on the 15th of November, 1895, dismissed the application with costs, which were taxed at £22. On the 9th of December, 1895, the county court action was dismissed with costs. The costs in the county court were taxed at the sum of £48. This was a motion on behalf of the defendants for a stay of execution under the order made by Chitty, J., on the 15th of November, 1895, until the plaintiff had paid the county court costs to the applicants or until further order, but the object was to obtain a set-off of the costs of the unsuccessful application before Chitty, J., and the costs of the county court proceedings, and Ord. 65, r. 14, and r. 27, reg. 21, were relied on. The court, having refused this motion, was thereupon asked to allow a set-off of the costs of the motion and the costs of the county court action. See Annual Practice, 1896, pp. 1149, 1166.

CHITTY, J.—The defendants did not ask at the hearing that the payment of the costs of their unsuccessful application might be delayed till the trial, and the order stands as an order to pay the amount of the taxed costs. On that order the plaintiff had a present right to those costs, and his solicitor had a lien on them for his costs of the action. The lien was for an amount exceeding the costs. The costs would be taxable under different jurisdictions and different allocature, and, I think, that being so, that ord. 65, r. 27, reg. 21 does not apply. Ord. 65, r. 14 on the authorities gives the court a discretion of allowing a set-off notwithstanding the solicitor's lien. Now, does that rule apply to distinct and different proceedings? The Divisional Court have held that it does not, and also exercised their discretion in favour of the solicitor, and the Court of Appeal did not interfere with the decision, and approved the court's exercise of its discretion, see *Edwards* v. *Hope* (33 W. R. 672, 14 Q. B. D. 922), which was followed by Kay, L.J., (then Kay, J.) in *Blakey* v. *Latham* (37 W. R. 769; 41 Ch. D. 518). I hold that the principle adopted by the Divisional Court and Kay, L.J., applies to this case and accordingly dismiss the motion. But if I had a discretion I should not exercise it against the solicitor, as I see no grounds for so doing. He has fairly earned the money in respect of which the lien arose. His lordship, for the like reason, declined to order a set-off of the costs of the motion and the costs of the county court action.—COUNSEL, *Russell Roberts; Badcock*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *Bremner, Sons, & Corlett*, Liverpool; *Crowders & Vizard*, for *Clarke & Davis*, Liverpool.

[Reported by J. F. WALEY, Barrister-at-Law.]

MARSH *v.* JOSEPH—Kekewich, J., 5th and 11th March.

SOLICITOR—FUND IN COURT—ORDER FOR PAYMENT OUT—DUMMY PETITIONER—IMPROPER USE OF SOLICITORS' NAME—OFFICER OF THE COURT—PARTNERSHIP—LIABILITY TO REFUND.

This was a petition in the above action asking that an order under which the funds in court had been paid out to a dummy petitioner might be discharged and that the funds might be replaced by the Commissioners of her Majesty's Treasury, who, whilst admitting liability, sought to obtain an order to refund against a firm of solicitors, whose name had been used in the proceedings under the following circumstances. Under the trusts of a post-nuptial settlement, made in 1858, the proceeds of certain lands, conveyed on trust for sale by an indenture of even date, were to be held upon trust after life estates to Mr. and Mrs. John Moses Marsh respectively, for the children of John M. Marsh as he should by deed or will appoint, and in default of appointment for all the children of the said John M. Marsh attaining the age of twenty-one, or if daughters marrying under that age, equally. An action was commenced in the year 1877 for administration of the trusts of the settlement, and the usual judgment obtained. In 1882 the hereditaments settled were sold and the proceeds paid into court to the credit of the action and invested in the purchase of £5,629 0s. 11d. India Three and a-Half per Cent. Stock. The said J. M. Marsh died in March, 1895, having survived his wife and married again, and as he did not exercise his power of appointment the fund in court became distributable equally amongst his children who attained a vested interest. In July, 1895, a petition was presented to the court in the action purporting to be presented by Joseph Moses Marsh, the eldest son of John Moses Marsh, and alleging that the latter had exercised his power of appointment by a deed poll dated the 31st of December, 1894, and appointed the fund in court to Joseph M. Marsh absolutely. The petition purported to be served on the trustees of the original settlement and on such of the other parties who, but for the execution of the deed poll, would have been entitled to the fund, as had placed stop orders on the fund. The petitioner's solicitors appeared from the petition to be "John Clear & Co." and the respondents were purported to be represented by one John Hales. The affidavit filed in support of the petition purported to be made by the petitioner, and the alleged deed poll was an exhibit thereto. The petition was heard as unopposed on the 19th of July, and an order made directing the sale of the stock in court, and the payment thereout of £15 agreed costs to the petitioner's solicitors, and £10 agreed costs to the respondent's solicitor, and after providing for succession duty, the balance was ordered to be paid to the petitioner. The stock was sold on the 6th of August, and on the 10th of August John Arthur Hales, who had been identified some months previously at the paymaster's office as John Hales, attended at the paymaster's office with a person whom he identified as Joseph M. Marsh, and obtained a cheque for £6,137 8s. 9d. as the sum payable to him. Hales then accompanied the dummy petitioner to Child's Bank, where Hales was known as a former customer, and introduced him as Joseph M. Marsh: the cheque was paid in and an account opened in that name. On the 12th of August, between one and two o'clock, £4,000 was drawn out of the bank, and subsequently other small sums leaving a balance of £1,966, which on the discovery of the fraud in October was brought back again into court. On the hearing of the present petition, it appeared from the evidence that Mr. Clear, of the firm of Clear & Green, had known John A. Hales as a friend for five years, and that in July, 1895, Hales had called at Clear's office and asked him if he would act in some business as solicitor for some formal parties, which he agreed to do on receiving formal instructions, but no business or person was named. On the 12th of August, about mid-day, Hales called and informed Clear that the business in which he wanted Clear to act for formal parties was done, and that there was a cheque for the costs for him at the paymaster's office. Clear reprimanded him for using his name without authority, but was informed it was a simple matter and completed, and that counsel had appeared. Clear then went to the Paymaster-General's office, obtained the cheque for £15, cashed it, and retained £4 5s. 6d., the balance being taken by Hales for counsel's fees and out-of-pocket expenses. The £4 5s. 6d. was passed through the firm's account. The Treasury, whilst acknowledging its liability to replace the fund, sought to obtain an order against both Mr. Clear, and his partner, Mr. Green, to make good the loss.

March 5.—KEKEWICH, J., said the principles on which the court exercised its jurisdiction in these matters were clear, as might be seen on reference to *Re Dangar's Trust* (37 W. R. 651), where Stirling, J., says the solicitor took upon himself a duty as an officer of the court, and must be held responsible for the discharge of his duty, that of bringing before the court all matters which were essential for the court to know in order that the court might deal properly with the fund. That was the principle to be applied to Mr. Clear; so far as he acted as a solicitor he must be held to be responsible, though he took no active part. Mr. Clear's evidence, which his lordship did not discredit, and which was supported by the facts, shewed that he had no reason to believe that Hales had used or intended to use his name until the 12th of August, when Hales asked him to go to the Paymaster-General's office to receive a cheque for costs. The Paymaster-General's cheque for £6,137 8s. 9d. had been handed over to some person personating Joseph M. Marsh on the 10th of August, and paid

in on the same day to Childs' Bank, and the £4,000 had been drawn out on the 12th. The facts were sufficiently conclusive that the £4,000 had passed beyond control before Mr. Clear knew, or had reason to believe, that his name had been used improperly; so far his lordship acquitted him. But on the 12th he knew of the wrong action of Hales in using his name without authority, but he thought that he might condone the irregularity and receive the cheque for £15. Of course he did not know of the forgery or that Hales had presented a petition in the name of Joseph M. Marsh without authority, and his lordship did not think from what had been done improperly towards himself he could be said to have been put on inquiry, but as an officer of the court he had no right to condone an irregularity, or at least not without ascertaining that everything was right. He ought to have seen that all that the court ought to know was before it. He was content to take the cheque without inquiry, and he was clearly liable for the amount of it. Whether he was liable for more was a question which had given him anxious thought. The strict performance of duty by an officer of the court must be insisted on. The non-contentious business of the court was probably more important than the contentious, but in order that it might be transacted properly a judge must have confidence in counsel and solicitors, which confidence was very rarely abused. Now in this case, if by reasonably prompt action on the part of Clear any part of the fund could have been saved he must be held liable. If he had gone at once to Stirling, J., who was sitting in chambers, when he discovered it, his lordship had no doubt prompt inquiry would have been made, and notice then given to Childs' Bank not to part with the money still there, and it would have been saved. It was reasonably clear that he knew before the money was gone, and the money in Childs' Bank was earmarked as the proceeds of crime. As regards the nearness or remoteness of damage, his lordship thought that *Hadley* v. *Baxendale* did not apply to neglect of duty as distinguished from breach of contract, and held that Clear must make good the £15 and so much of the £2,137 8s. 9d. as on inquiry was found to have been lost in consequence of his action, less the salvage costs payable out of the amount recovered from the bank. The costs of the petition must be borne by Clear so far as they exceed what would be necessary to obtain the fund out of court and as between solicitor and client. His lordship acquitted Mr. Green of all moral delinquency, and postponed the argument of his case to another day, when he delivered judgment as follows:—

March 11.—KEKEWICH, J., said the question was one of great importance to the profession, as well as to the parties immediately concerned. The reason of his judgment against Clear was that from the time he knew that his name had been improperly used, and through his not taking the steps he ought to have taken on such knowledge, he must be taken to have condoned the improper use of his name by Hales, and must be taken as having acted as solicitor in the matter from the date of the presentation of the petition, and therefore through the entire proceedings. The general principles urged on behalf of Green he agreed with—namely, that a partner could not be made liable for what was not within the scope of the partnership, and that it was not within the scope of the partnership simply to lend a name without more, but he saw no reason why, with proper precautions, a solicitor should not lend his name or that of his firm in a proper proceeding. He would not say what constituted proper precautions, but at all events the solicitor lending his name or the firm's name must preserve a proper control over the use of it, and must take steps against any abuse that might be made of the permission. When Clear said in effect on the 12th of August: "What has been done in the matter has been done by my authority," and took part of the costs, the solicitor's profit of the business, he was, as from the presentation of the petition, responsible for everything that was done, and he was bound to see that everything was done properly. If he had authorized the use of his name in the first instance with proper precautions, Green would be clearly liable, and his lordship was unable to see why he should not be liable now. He acquitted Green entirely of all personal blame, and the question against him now was merely one of law. On that question he decided against Green, and the order would be to declare both Clear and Green jointly and severally liable.—COUNSEL, *Attorney-General, Solicitor-General,* and *Ingle Joyce; Graham Hastings,* Q.C., and *Stewart Smith; Rinshaw,* Q.C., and *Ross Innes; Ingpen; Sefton Strickland; J. Ashton Cross; Witt,* Q.C., and *De Witt; Cannot.* SOLICITORS, *Solicitor for the Treasury; Mear & Fowler; Clear & Green.*

[Reported by F. T. DUKA, Barrister-at-Law.]

The American Law Register says that in *Ellerson* v. *Westcott* (42 N. E. Rep. 540), the Court of Appeals of New York has ruled, that if a devisee under a will kills the testator for the purpose of realizing under the devise, the devise is not thereby rendered void. The court cites with approval, however, the case of *Riggs* v. *Palmer* (115 N. Y. 514; s. c., 22 N. E. Rep. 188), as establishing the doctrine that equity may, in such a case, interfere to deprive the devisee of the fruits of his crime.

At Liverpool, on Friday in last week, before Mr. Justice Kennedy, Willis Harper, a solicitor, pleaded "Guilty" to four indictments, charging him with a series of forgeries of deeds of conveyance of house property and one of transfer of mortgage. Mr. Justice Kennedy, in passing sentence, said that this was a very painful case. The prisoner had in many respects been a respectable member of a great and honourable profession, and he had lost that position. The offences were serious and spread over a number of years. The public safety demanded strict care of those wide and large interests which were confided to members of the prisoner's profession. The sentence of the court was that the prisoner must be kept in penal servitude for three years.

LAW SOCIETIES.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday at the society's house, 18, Lincoln's-inn-fields, the chairman, Mr. J. M. Clabon, presiding.

The report, which was taken as read, stated that during the year 18 which was the first year of the 11th quinquennium, the sums ass 95. under 677 new policies amounted to £766,247, of which £106,450 were reassured. The new premiums had amounted to £68,649 8s. 8d., and the reassurance premiums to £3,292 1s. 6d., leaving net new premiums of £65,357 7s. 2d. The magnitude of this figure was caused by receipt of an unusual amount of single premiums—viz., £44,907 13s. 4d. The gross amount of assurances in force at the end of the year was £8,460,400 7s., of which £813,370 were reassured, and the net premium income was £267,288 4s. 1d., as against £258,597 16s. 5d. in the preceding account. The amount received for interest and dividends was £89,705 16s. 10d., being an increase on the corresponding figure for 1894, and the reversions yielded the satisfactory profit of £25,448 19s. 1d. The claims by death had amounted to £241,489 19s., and endowment assurances had matured for £3,500; the bonuses attaching to these policies amounted to a further £50,853 5s. The society's payments had been lessened by reassurance policies for £5,252 12s. The amount of claims, though large, had not been occasioned by excessive mortality. They were within the "expectation," and their incidence was such as to yield a satisfactory profit from mortality to the society. The sum paid in death claims on with-profits policies shewed an average increase by addition of bonuses to the original sums assured of 37 per cent.; while in ten cases the sums assured had been more than doubled, and in several other cases nearly doubled by bonus additions. In the above amount was included a large sum which became payable owing to the death within the year of a person of very advanced age. The society had the whole amount in hand, but the claim was not ready for payment until after the 31st of December, which accounted for a great portion of the large item, £93,187 6s. 7d. "Claims admitted but not paid." Large sums, of about the usual amount for the year of a bonus distribution, had been paid—viz., for cash bonus £32,767 10s. 6d., and for surrenders £15,674 18s. 2d. These payments had the effect of lessening the society's liabilities. The deaths of ten annuitants had been announced during the year, causing the termination of annuities of £3,605 19s. 3d. The amount of the funds at the end of the year was £2,930,963 2s. 8d., shewing an increase of £94,210 3s. 7d. The society's funds, excluding reverions, outstanding premiums, and interest, and cash at bank, was producing an average rate of interest of £3 17s. per cent.

Mr. A. F. BURRIDGE (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN said it was now his duty to move the adoption of the report. He had several figures to give them which he thought would interest them, in addition to those in the report. But first he had to sound a note of sorrow. The society had lost two of its directors in the course of the year. He would mention first Vice-Chancellor Robinson. They could not speak of him only in connection with the society, because his duties in the country had prevented him from attending very often. Still, his name had been of great service in the North of England. The other he could hardly mention without a tear. Mr. Geo. Upton Robins was his dear old friend, and dear to all of them. Mr. Robins was, at the time of his resignation, which preceded his death by some months, the society's oldest director. He attended at every board and committee meeting, his advice being always of the soundest and best. If there was a fault, he was if anything a little too careful, and sometimes voted against a proposition which might substantially have been adopted; but the fault was on the right side. He could only say that the society lost Mr. Robins with the greatest regret. He must mention one more loss, though it was not that of a director. It was his dear old friend Mr. Bloxam, a shareholder of the society, and a very constant attendant at the general meetings. Passing to the balance-sheet he referred first to the decreasing amount of the interest on securities. The society had received £4 4s. per cent., but this had been getting lower and at last had come down to £3 17s. per cent. That was a smaller amount than some of their neighbours were receiving. The board recognized the fact that it was low, and it was low for two reasons, the first being the extreme care they took of the society's securities. They did not lend money, particularly large sums, without very good security indeed, and of course the rate of interest was lower than would be the case for other securities. The next cause was that the deed of the society, an ancient one, prepared more than fifty years ago, was very limited in the power it gave the society, and that had set the board thinking, and for some time there had been a general feeling among the directors that the old deed should be altered. The best way of doing that would be by registering the society, and then having a memorandum and articles of association. The board had ventured to prepare a deed, which was almost in shape, which would extend to this matter. It would give the society a wider range of securities. Then the society had no seal, and it was thought desirable that they should have one. All the securities were in the names of trustees, but the society would like to have them in its own name. All these things were reasons for a new deed, and it could not be made without the consent of the shareholders. A meeting would be held for the purpose in, he hoped, the course of a few weeks, and the shareholders would be asked to assent to the new deed. The report was at a little disadvantage. This was the first year after the bonus, and it had been invariably found that that year was a moderate year. Business was never so good. Effort had been exhausted in the bonus year. There was a constant competition going on,

and it was very keen. Coming to the figures, he should mention some that were not in the report, and these would therefore be interesting. The number of new policies for the year was 677, the sums assured amounting to £766,247. The average amount of the policies was £1,132. That was always a good sign, being above £1,000. But there were a good many little policies. The board were not very fond of them; but still there were so many large policies that the average was good. As to the net premiums, twenty years ago the society had a gross net premium of £12,204 in that year, of which £2,357 were single premiums. Last year the society had £57,577 net premiums, out of which £12,891 were single premiums. This year the net premiums £65,357, of which £44,927 were single premiums, a very large amount. The valuation of the last bonuses was of the strictest character. The board would have liked to have gone down to a valuation at the rate of 2½ per cent. Some of the offices were so bold or so rich as to do it at 2½ per cent. Mr. Burridge told the board that it could at all events be done at 2¾ per cent., and that was, therefore, the rate, and although they were getting £3 17s. per cent. Yet the valuation was taken at 2¾ per cent., shewing how safe the society was in everything. The gross amount of assurances ten years ago was £5,953,909, and the premium income £169,372. This year the gross amount of insurances was £8,460,400, and the premium income £292,033, shewing how regular and progressive the income of the society had been. As to the increase in the funds there was only an increase of £94,210, but then the society had had a year of heavy claims, as would be seen presently. At the beginning of the year the society had money in hand to the extent of £2,836,750, and at the end of the year it was £2,930,963, the difference being £94,210. He distinctly remembered how in the old times, when they got to upwards of £1,000,000, there was great congratulation, and this was still more the case when it reached £2,000,000. Now he was happy to say the society had got close on £3,000,000. The claims this year had been rather heavier than usual, but they were still within the expectation. As they had been within the expectation every year from the very beginning, of course the general figure was very much below the expectation altogether. There were ninety deaths during the year, the sums paid being, original insurances £241,490, endowments matured £3,500, and the bonuses added to them £50,853, making a total of £295,843. Of that there was reinsured £5,253 leaving £250,590. But that was not the real amount. It so happened that when the society had to pay £80,000, which formed part of that £295,000, they had the money in hand, so that the real year's payment was £210,590. With regard to the annuities—the society would get to the end of them by degrees—one came to an end during the year at the age of ninety-seven. The society had been paying that annuity a great many years without making any money out of it. But at all events during the year there died of annuities £3,605. So the society was gradually getting to the end of the annuities. As to the investments the board had a committee of investments, which, he ventured to say, comprised several of their best men. The investments were regularly gone through at intervals, and observations made; and if anything happened that ought to be seen to it was seen to. There had been at times a few securities which the board did not much like, but he believed there was now hardly any black list at all, and that all the securities were perfectly good. There had been one in Ireland about which the board had been unhappy, but it had turned out by degrees quite a good one. He could assure the meeting on the report periodically delivered to the board by their excellent committee on investments that the whole £3,000,000 were thoroughly secured. He had begun with a note of sadness, but he thought he must end by making it one of pleasure. If he was a little egotistical he hoped the meeting would forgive him. He became a director forty-three years ago, and when he came to look upon the list he found there was not one living who was a director at that time except himself. He had been in office a large number of years—something like thirty as vice-chairman and chairman, and he need hardly tell the meeting that the progress of the society had been a matter of constant pleasure. There had not been a year when it had not done better generally than in the preceding year. They might fairly say that this was another prosperous year, and that the shareholders were to be congratulated upon it. After referring to some of the directors who had passed away, and to officials who had been with the society, he went on to express pleasure that Mr. Burridge, the actuary and secretary, was still with them, and that they had an excellent assistant actuary in Mr. Phelps, and a capital staff. He was able to tell the meeting that with a small and comparatively inexpensive staff the society was doing a very good business indeed. In conclusion he moved the adoption of the report.

The Right Hon. GEORGE DENMAN seconded the motion. He said he had constantly attended the meetings of the board, and had observed the progress of the society and its work, and the excellent manner in which the chairman and all his brother directors had attended to their duty. He really could add nothing more than to say that he heartily concurred in corroborating every word the chairman had uttered. He did not think that he would be doing any good by occupying the time of the meeting further.

Col. CECIL RUSSELL moved that Sir Howard Elphinstone be elected a director in the place of the late Vice-Chancellor Robinson. Sir Howard Elphinstone was one of the leading conveyancers of the day.

Sir ARTHUR WATSON seconded the motion, which was agreed to.

Mr. LONGBOURNE was elected a director in the place of the late Mr. Robins.

On the motion of Mr. J. T. PRIOR the retiring directors, Mr. Clabon, the Hon. Mr. Justice Romer, and Mr. Cobb, were re-elected.

The auditors, Mr. Bailey and Mr. Pitcairn, were also re-elected.

On the motion of Mr. HARCROVE, seconded by Mr. BERIAH BROOK, a vote of thanks to the directors was agreed to, and that the sum of 3,500 guineas be presented them for their services during the year.

On the motion of Mr. W. G. LEMON a vote of thanks was passed to the auditors, and that the sum of £31 10s. each be presented to them for their services.

The CHAIRMAN said that Mr. Bellamy had been with the society twenty-six years, and the society was indebted to him for keeping the books in a better shape than was formerly the case, and he had served the society with the greatest possible diligence. He asked the meeting to vote him a retiring pension of £500 a year.

The Right Hon. G. DENMAN seconded the motion, remarking that nothing could exceed the advantages the society had derived from Mr. Bellamy's services.

The motion was agreed to.

The CHAIRMAN moved a vote of thanks to the staff, the secretary, assistant actuary, and clerks, and also the solicitors, and to the medical officer, Dr. Symes Thompson. It was impossible to overrate the benefits which each of these conferred upon the society. They knew all about Mr. Burridge. The society had brought him up, and he (the chairman) who saw a little more of him than did the other directors, could speak of his ability and his power of organization, which were above all praise. They were also very fortunate in having as assistant actuary Mr. Phelps. He could not speak too highly of the solicitors, and the board had the utmost faith in Dr. Thompson.

Col. CECIL RUSSELL seconded the motion, remarking that he was sure no office was better served by their staff.

The motion was agreed to.

Mr. BURRIDGE, in returning thanks, said it was with the greatest satisfaction that the staff received this assurance that the work of the year had met with the favour and approbation of the shareholders. He asked to be allowed to associate with the vote the names of those gentlemen, both in London and the country, who had brought the society a large amount of business during the year. The Equity and Law Life was popular in the country, and its agents were all of them entitled to the best thanks for having brought a great portion of the large new business which had been placed upon the books. A good year's business had been done, representing three-quarters of a million, and it was business of an excellent character. The meeting would note with satisfaction that it had been obtained at a moderate expense. He believed it to be the fact that all the gentlemen working for the society, both in London and the country, were imbued with a firm belief in the office, and when a man had once convinced himself of this he was in the best possible position for influencing others. The society possessed a strength which none could gainsay or impugn.

On the motion of Mr. POWELL, a vote of thanks was carried to the chairman, who briefly responded.

THE WAKEFIELD INCORPORATED LAW SOCIETY.

The annual general meeting of members was held at the Law Library on Wednesday, the 29th of January, 1896. Mr. Plews (president) in the chair. The report of the committee and the treasurer's accounts were received and adopted.

It was resolved: "That for the current year the treasurer do pay out of the funds of this society to the Incorporated Law Society of the United Kingdom the subscription of each member of this society, so as to qualify him as a member of the Incorporated Law Society."

Mr. Plews was re-elected president. Messrs. Percival Barratt and J. Frederick Ianson were elected vice-presidents. Mr. Henry Chalker was re-elected hon. treasurer. Messrs. W. Townsend and Basil S. Briggs were re-elected joint hon. secretaries. Mr. J. Charlesworth was re-elected hon. librarian. Messrs. A. R. Lake and W. Woodhead were re-elected auditors for the current year.

The following gentlemen were then elected members of the committee: Messrs. Beaumont, Scott, Gould, Charlesworth, Horne, Barker, and Phillips.

The following are extracts from the report of the committee:—

Members.—The number of members at the beginning of the year was 54. Two members have died during the year, and another member, Mr. W. L. Williams (who was president in 1891), has resigned, he having obtained the removal of his name from the Roll of Solicitors to enable him to qualify for the bar, but five new members having been elected, the roll at the end of the year numbered 56.

Legal Education.—With regard to legal education nothing has been done to further the scheme of the Yorkshire Board of Legal Studies, and it is feared the project has fallen through.

Land Transfer.—A Bill on this subject was again introduced into the House of Lords by the Lord Chancellor and duly passed there, but on the second reading in the House of Commons the Bill was, mainly through the instrumentality of the Incorporated Law Society (U.K.), referred to a Select Committee with power to take evidence. The council of the last-named society invited this society to send proofs of the evidence of any practitioners in this district willing and able to give evidence before the committee. Mr. G. D. Gould prepared a proof which was considered and approved by the committee and sent up, but while Mr. Gould was asked to hold himself in readiness, he was not called upon to give evidence. Owing to the dissolution of Parliament occurring before the Committee had completed their labours, the evidence was reported to the House without comment, and it has since been issued in a Blue Book. During the autumn the Incorporated Law Society (U.K.) had a Bill prepared by Mr. Wolstenholme intituled "An Act to simplify the title to and the transfer of land," and another Bill was prepared by the president (Mr. J. W.

Budd). Only a little over a fortnight was given by the United Kingdom Society for the consideration of these two most important measures. Your committee were strongly opposed to both Bills, being of opinion that the present system of conveyancing, having a due regard to equitable interests, is sufficiently simple, cheap, and expeditious. A special meeting of the Associated Law Societies was held in London, on the 29th November, to consider the matter, and your president attended in support of the views of this committee, but at a meeting of the council of the United Kingdom Society, held the afternoon of the same day, the following resolution was passed:—"That it be referred to the committee to transmit the Conveyancing Bill, 1896, as finally settled by Mr. Wolstenholme, with the memorandum prefixed to it, to the Lord Chancellor with a letter from the president requesting his lordship to consider it in connection with any measures which he may be intending to bring forward with a view to the simplification of title and facilitating the transfer of land, with power to the committee to communicate the Bill to such other persons as they may think fit." For further information members are referred to the Bill, which has been recently published in the various legal journals.

Finances of the Incorporated Law Society (U.K.).—In February last a conference was held in London to consider the question of the increasing expenditure of the society, which was attributed to the excess of expenditure over the receipts on account of the Articled Clerks' Fund and to the action taken on various Bills and Statutory Rules before Parliament, and particularly to the proceedings under the Solicitors Act, 1888. Mr. Gould attended the conference, and a prior meeting of the associated societies on the 7th of February, to express the opinion of this committee that the subscription to the Incorporated Law Society should not be increased, but that the Treasury should be approached with a view to securing that some portion of the annual certificate duty should be repaid to the society. The conference decided to adopt this suggestion, and also to endeavour to get the registration fee increased from 5s. to 10s., and only in the last resort to increase the subscription. The Council has communicated with the Chancellor of the Exchequer on the subject, but has not yet obtained the consent of the Government to any alteration. The subscription for London members has therefore been increased to £2 2s., and of country members to £1 1s.

Annual Dinner.—The annual dinner was held at the Bull Hotel on the 14th of November. There were twenty present, including the following guests: Mr. C. Skidmore, the stipendiary magistrate for Bradford, and Mr. F. Brewster, the president of the South Durham and North Yorkshire Law Society. A most enjoyable evening was spent.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—March 10.—Mr. A. E. Clarke in the chair.—The subject for debate was: "That the case of *The Gas Float Whitton No. 2* (L. R., 1896, P. 42), was wrongly decided." Mr. Cyril Pryor opened in the affirmative, and Mr. Singleton in the negative. The following members also spoke: Messrs. Melliar Smith, Ernest Allen, Neville Tebbutt, Cawley, Herbert Smith. The motion was carried by three votes.

March 17.—Mr. Herbert Smith in the chair.—The subject for debate was: "That stipendiary magistrates should be appointed throughout England and Wales." Mr. E. Melliar Smith opened in the affirmative, and Mr. W. B. Clarke in the negative. The following members also spoke: Messrs. Jacob, Hubbard, Seager Berry, F. G. Jones, H. Jones, Singleton, Hamilton Fox, A. E. Clarke, Gordon, E. Cawley. The motion was lost by eight votes. The subject for debate at the next meeting of the society on Tuesday, the 24th of March, is "That the case of *Ellesmere Brewery Co.* v. *Cooper* (1896, 1 Q. B. 75) was wrongly decided."

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Robert Hatfield Jewesson and Robert Charles Meadows, solicitors (Jewesson & Meadows), Ipswich. March 8.

John Wallis Davies and Walter Frederick Thomas, solicitors (Wallis Davies & Thomas), Abergele. February 14.

George Richard Fletcher Howes Tocque and Alexander Percy Rodyk, solicitors (Tocque & Rodyk), 70A, Aldermanbury, London. March 4. The business will henceforth be carried on by the said Alexander Percy Rodyk at the same offices. [*Gazette*, March 13.

Joseph John Cridland and William Henry Nell, solicitors (Cridland & Nell), 27, Bedford-row, London. March 1. [*Gazette*, March 17.

GENERAL.

It is notified that plaintiffs' solicitors in commercial causes are desired to bring in for the use of the judge at the trial the admissions in the case, which should form part of the record.

Sir Courtenay Ilbert was to read a paper at the Council-chamber, Lincoln's-inn, on Friday, on "The Application of European Law to Natives of India." The meeting, which was convened by the Society of Comparative Legislation, was to be open to the public.

The *Daily Telegraph* says that on Monday there came before Court of Appeal No. 1 a female litigant who curtsied to the Bench, coughed in the proper manner, and said: "M'l'ds, it is only a small matter to which I have to call your l'dships' attention. In my statement of claim for £35,000,000 against the Government I find I have omitted an odd sum of £1 12s. 6½d. to make the addition correct." "Now, really," said the Bench, "is it worth while taking trouble over such a small item?" "No, m'l'ds, I don't think it is," answered the lady, "only I thought it right to call attention to the matter, so that when the case comes on ——" "You see," suggested the Bench, "if you get the larger sum the odd pence won't matter, will they?" "If your l'dships please. May it please your l'dships," said the lady, with a pleasant smile, and withdrew contentedly.

At the dinner of the Association of Municipal Corporations, held on Thursday in last week, the Lord Chief Justice, in responding for the bench, said: We were certainly far from the days—days, amongst others, of a distinguished lawyer, Lord Eldon—when, having heard with elaborateness and in the most leisurely fashion the most learned arguments, the judge adjourned his court, and the judgment was delivered in two, or three, or four, or five, in sometimes even a longer, number of years after the argument. In these days speedy justice was demanded, and, provided that justice was not in too much of a hurry, provided such time was taken as was consistent with a thorough and dignified administration of the law, the community wanted, and ought to have, speedy justice. Compared, therefore, with the record of the past, he was able to say that the state of business was favourable. There was in these days no serious delay in adjudicating upon the claims of litigants. In the particular division of the High Court with which he was associated they had, indeed, some difficulties to encounter—difficulties not of their own making. But some of those difficulties were created by the Lord Chancellor of the day. The Queen's Bench Division was a kind of recruiting ground where, when a judge was wanted in any other quarter, a judge was looked for. If an extra judge in Chancery was wanted, the Lord Chancellor called upon his esteemed brother, Mr. Justice Vaughan Williams, to preside over that division of justice—a division over which he presided (might he say it parenthetically?) not only with great ability and with thorough earnestness, but with real advantage to the honest interests of the country. If a judge of the Admiralty Court fell ill a requisition was made again on the Queen's Bench Division, and the services of Mr. Justice Bruce were engaged, and in other cases a judge was taken away from his ordinary and legitimate duties—as, for instance, in the case of the Railway Commission. In face of those facts they had, he thought he might with some pride say, met those difficulties, and fairly met them. But the country expected, and ought to have, speedy justice—justice as speedy as was consistent with the dignified administration of the law and such leisure as would prevent a slovenly, slipshod administration. He wished to say that he did not hold that the judges were always to be worked at high pressure; that there were not to be allowed to them some of those hours of repose positively necessary if their judgments were to contribute anything to the promotion of the science of law, and if the pronouncements of their judges were to be considered fit and worthy to take a place beside those of other judicial bodies in countries differently circumstanced. He might in that connection also add that it was the falsest economy to insist upon the under-manning of the bench. It was true economy to have at the disposal of the country provision for all emergencies, for ill-health, which did overtake even judges, like ordinary mortals; and he did not hesitate to express his own individual opinion there publicly, as he had expressed it privately, that an addition to the bench was undoubtedly urgently needed.

Messrs. H. E. Foster & Cranfield held their monthly property sale at the Mart, E.C., on Wednesday last, every lot offered being sold. The total realized was £3,120. A profit rental of £392, secured upon No. 175, Pall Mall, was sold privately before the auction.

Messrs. H. E. Foster & Cranfield's extra periodical sale (No. 567) of reversions and life policies, on Thursday, also went well, every lot being disposed of for a total of £6,095. The reversion to a moiety of £2,555 Bank of England Stock, receivable on decease of a lady aged 57, provided reversioner, aged 33, survives her, sold for £1,930. The life policies realized from 30 to 40 per cent. beyond surrender value.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March 23	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 24	Leach	Bolt	Carrington
Wednesday 25	Godfrey	Farmer	Lavie
Thursday 26	Leach	Bolt	Carrington
Friday 27	Godfrey	Farmer	Lavie
Saturday 28	Leach	Bolt	Carrington

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, March 23	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 24	Beal	Ward	Jackson
Wednesday 25	Pugh	Pemberton	Clowes
Thursday 26	Beal	Ward	Jackson
Friday 27	Pugh	Pemberton	Clowes
Saturday 28	Beal	Ward	Jackson

WINDING UP NOTICES.

London Gazette—FRIDAY, March 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTISTIC SUPPLY CO, LIMITED—Petn for winding up, presented March 7, directed to be heard on March 23. Barnard & Taylor, 47, Lincoln's inn fields, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 22

BAINES & Co, LIMITED—Creditors are required, on or before March 31, to send in their names and addresses, and particulars of their debts or claims, to Mr James Clough Wright, 32, Market st, Bradford. Gordon & Co, solors for liquidator

BELCHER'S PATENT SMOKE PREVENTER CO, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and particulars of their debts or claims, to Mr S. W. Hutton, 99, Gresham st. Kelsey, 45, Finsbury pavement, solor

BENNOR PATENT SEAMLESS HOSIERY MACHINE AND BUILDING CO, LIMITED—Creditors are required, on or before April 11, to send their names and addresses, and particulars of their debts or claims, to Thomas Galland Mellors, Bridlesmith gate, Nottingham. Ashwell, solor for liquidator

CONVERSION CO, LIMITED—Creditors are required, on or before April 20, to send their names and addresses, and particulars of their debts or claims, to Andrew Wallace Barr, 30, Moorgate st. Rowcliffes & Co, 1, Bedford row, solors to liquidator

FRENCH BOB EXTENSION GOLD MINING CO, LIMITED—Creditors are required, on or before April 27, to send their names and addresses, and particulars of their debts or claims, to H. Nicol, 21, Finsbury pavement

GOLD FIELDS PROSPECTING CO, LIMITED—Creditors are required, on or before April 27, to send their names and addresses, and particulars of their debts or claims, to H. Nicol, 21, Finsbury pavement

LADY MARGARET STEAMSHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 25, to send their names and addresses, and particulars of their debts or claims, to Edmund Hancock, jun., Morels chbrs, Bute Docks, Cardiff

NORWICH CAFÉ CO, LIMITED—Creditors are required, on or before April 25, to send their names and addresses, and particulars of their debts or claims, to Edward Herbert Johnson, 3, Heathside rd, Thorpe Hamlet, Norwich. Cozens-Hardy & Jewson, Norwich, solors for liquidator

WALLSEND PONTOON CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, with full particulars of their debts or claims, to Matthew Murray, The Green, Wallsend, Northumberland

London Gazette.—TUESDAY, March 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONCENTRATED BEVERAGES CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 23, to send their names addresses, and particulars of their debts or claims, to John Sadler Wood, 80, Coleman st. Free, 40, New Broad st, solor for liquidator

GIFFARD GUN AND ORDNANCE CO, LIMITED—Vaughan Williams, J., has, by an order dated March 7, appointed Frederick Hobson, 79, Coleman st, and Frederick Leonard Ball, 181, Queen Victoria st, to be liquidators in the place of Edward Jones, voluntary liquidator, retired

HOLT & Co, OF FAILSWORTH, LIMITED—Creditors are required, on or before April 17, to send in their names and addresses, and particulars of their debts or claims, to Mr Frederick William Keeble, 31, Great Ancoats st, Manchester. Horner & Son, Manchester, solors for liquidator

LADY HELEN GOLD MINING SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 29, to send their names and addresses, and particulars of their debts or claims, to William Henry Honeyball, 101, Leadenhall st. Steadman & Co, 23, Old Broad st, solors to liquidator

WALTER W. SMITH & Co, LIMITED—Petn for winding up, presented March 13, directed to be heard on April 1. Ridsdale & Son, 5, Gray's inn sq, agents for Chadwick & Sons, Dewsbury, solors for petners. Notice of appearing must reach Messrs Ridsdale & Son not later than 6 o'clock in the afternoon of March 31

FRIENDLY SOCIETIES DISSOLVED.

BEDFORD-ROAD CLUB AND INSTITUTE, 35, Bedford rd, Clapham, S.W. March 11

BLOOMING ROSE LODGE, UNITED FREE GARDENERS' FRIENDLY SOCIETY, Eagle Tavern, Dork lane, Dudley, Worcester. March 11

FRIENDLY AND BENEFIT SOCIETY, Stag's Head Inn, Acton Burnell, Shrewsbury, Salop. March 11

FRITWELL PROVIDENT SOCIETY, Wesleyan Reform Chapel, Fritwell, Banbury, Oxford. March 11

HEART OF OAK PROVIDENT SOCIETY, Leyburn, Bedale, Yorks. March 11

SIXTH WEST KENT MUTUAL BUILDING SOCIETY, 7, Nelson st, Greenwich. March 6

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 6.

POPE, WILLIAM JOHN PITFIELD, Godmanstone Rectory, Dorset, Clerk in Holy Orders April 14 Galpin v Pope, Stirling, J Pitfield, Gray's inn sq

WREFORD, WILLIAM, Moorgate st, Stock and Share Dealer April 3 Carmichael v Rudkin, Chitty, J Martin, King st, Guildhall

London Gazette.—TUESDAY, March 10.

CLAMP, FRANK NEVILLE, North Woolwich, Licensed Victualler April 9 Clamp v Clamp Hughes, Arundel st

HAYLES, WILLIAM HOGG, Southall, Licensed Victualler April 2 Spencer v Hayles, Kekewich, J Dale, Furnival's inn, Holborn

SHAW, JOHN, Coventry, Cycle Part Manufacturer April 8 Hird v Shaw, Kekewich, J Masser, Coventry

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 6.

ANDERDON, HOBART GRANT, Bath, Esq May 4 Stone & Co, Bath

BATT, WILLIAM FERDINAND, Abergavenny, Mon, Esq April 6 J & C Nesbitt, Abergavenny

BELCHER, SUSAN JANE, St Thomas rd, Hackney April 6 Farlow & Fuller, Church st

BIRCH, MATTHEW, Filey, York, Tea Merchant April 30 Alcock, Mansfield

CAREY, PHYLLIS, Peterborough April 1 Verity & Baddiley, Doncaster

CHAMBERLAIN, FRANCES ELIZA, Bournevale rd, Streatham April 30 Layton & Webber, St Helen's pl

CHITTENDEN, Rev CHARLES GRANT, Hawkhurst, Kent April 3 Bedford & Co, Gt Tower st

COBB, PRESTON, Holgate, York, Esq April 1 Leeman & Co, York

DAVIDSON, THOMAS ROBSON, Morpeth, Northumberland, Chemist April 7 Alderson, Morpeth

DAY, JOSEPH ADDISON, Corscombe, Dorset, Esq April 8 Blair & Girling, Wool Exchange

DORE, JAMES WILLIAM, Conduit st, Regent st, Tailor April 18 Hurford & Taylor, Bedford row

EDWARDS, SUSANNAH, Aberdare, Glam April 13 Richards, Aberdare

ESCOMBE, ROWLAND, East India avenue April 30 Hollams & Co, Mincing ln

EVANS, ELIZABETH. Llanfihangel ar arth, Carmarthen Mar 21 Browne, Carmarthen

FEARNLEY, CHARLES THOMAS, Shardeloes rd, New Cross April 30 Priest, Furnival's inn

FIELD, GRACE CATHERINE, Tavistock rd, Kensington April 30 Lovell & Co, Gray's inn sq

HAMILTON, HENRY GEORGE, Knaresborough, Laundry Manager April 1 Bowling & Son, Leeds

HAMILTON, JAMES, Doulting, Somerset April 11 Ruscombe & Co, Bridgwater

HAMILTON, JOSEPH, Twerton on Avon, Somerset, Gent Mar 31 Little & Lyle, Bath

HART, LEWIS, Hanover grdns, Kennington Mar 28 Taylor & Taylor, New Broad st

HOLLOWAY, JESSE, Cheltenham, Glos, Photographer April 6 W & C H Jessop, Cheltenham

HOWLETT, Rev WILLIAM, Torquay April 18 Hasties, Lincoln's inn fields

ISHERWOOD, RICHARD FISHER, Manchester April 21 Oxley & Coward, Rotherham

JAMES, WILLIAM HENRY, Cirencester, Builder March 31 Haygarth & Lawrence, Cirencester

JONES, SARAH, Bath May 4 Stone & Co, Bath

KAY, CLARA, Headingley, Leeds April 13 Stott, Leeds

KIRBY, MARY GERMAN, Liverpool April 4 Forshaw, Liverpool

LETTS, GEORGE, Dorking, Surrey, Plumber April 20 Hart & Co, Dorking

LING, GEORGE, Gt Glemham, Suffolk, Farmer May 1 Welton, Woodbridge

LOWE, FREDERICK, Messina avenue, Kilburn, Clerk April 7 Aston & Co, Edgware rd

LUKLEY, MARY ANN, Exmouth st, Clerkenwell, Confectioner March 31 Bolton & Co, Temple grdns, Temple

LYDIARD, SARAH, Ebley, Glos April 13 Witchell & Sons, Stroud

LYDDON, SPENCER, Richmond, Surrey, Gent April 10 Gadsden & Treherne, Bedford row

LYNCH, JAMES MATTHEW, Cornwall rd, Bayswater March 27 W H Smith & Son, Gresham House

LYNCH, MATTHEW FRANCIS, Raymond bldgs, Gray's inn, Stockbroker March 27 W H Smith & Son, Gresham House

MABBETT, WILLIAM SCOTT, Cheltenham, Glos, Gent April 10 Ticehurst & Sons, Cheltenham

MARCHANT, WILLIAM, Barking, Essex April 15 Ingle Holmes & Sons, Threadneedle st

MARROW, KINBARRA SWENE, Bournemouth April 10 Gibbons & Arkle, Liverpool

MARROW, WILLIAM JOHN, Bournemouth, Esq April 10 Gibbons & Arkle, Liverpool

MESHER, MARY, Hazel rd, College Pk, Willesden April 10 Minet & Co, King William street

MILLS, JANE ERRINGTON, Gt Grimsby April 10 Barker, Gt Grimsby

MORLEY, JOHN, High rd, Upper Clapton, Esq, J P April 10 Gellatly & Warton, Lombard ct

MULLEY, WILLIAM HENRY, Palace rd, Tulse hill, Surrey April 20 Rogers, Rye lane, Peckham

NEWMAN, ELIZABETH, Worcester April 4 New, Evesham

NEWTON, THERESA, Bradford, York April 1 Houison Richardson, Bradford

ODELL, JOHN, Sandy, Bedford, Market Gardener April 18 Leeds Smith, Sandy

OLLIVER, FANNY, Kingston, nr Worthing April 3 Holmes & Co, Arundel

PHYSICK, JOHN, Plymouth, Licensed Victualler March 31 Lane & White, Plymouth

PUDNEY, REBEKAH, Sale, Chester, Confectioner April 4 Desquesnes, Salford

ROBERTSON, MARY, Acton April 12 H Wade & Son, Shrewsbury

SINDERSON, CHARLES, Worksop, Notts March 25 Warburton & Allen, Worksop

SMALLMAN, HENRY, Brixton Hill, Esq April 2 Miller & Co, Salter's hall ct

SPRAGUE, FLORENCE MARY, Bath May 4 Stone & Co, Bath

STACEY, GEORGE, Torrington mews, Torrington sq, Licensed Victualler April 9 Button & Co, Covent garden

STANFIELD, ANN, Rawtenstall, Lancs March 21 Townsend, Rawtenstall

SUDDES, THOMAS, Cornsay, Durham, Farmer May 1 Lisle, Durham

SYKES, JULIA, Bath May 4 Stone & Co, Bath

TAYLOR, WILLIAM WESTERN, Eastbourne April 15 Western & Sons, Essex st, Strand

TODD, MATTHEW, Clifton, Bristol, Tailor March 31 Crook, Bristol

TURNER, JOHN, Porters Town, Southend on Sea April 2 Todd & Co, Southend

UDALE, JOHN, Scarborough, Stafford April 7 Jordan, Stafford

WARTON, WILLIAM HENRY, Brighton, Esq April 20 Gellatly & Warton, Lombard ct

WEARING, HENRY FREDERICK, Victory House, Walthamstow March 25 Wearing Totherdown, Muswell hill

London Gazette.—TUESDAY, March 10.

ANDERSON, JAMES, High rd, Balham April 15 Letts Bros, Bartlett's bldgs

ATTWATER, JOHN GAY, Britford, Wilts, Yeoman April 15 Wilson & Sons, Salisbury

BARTON, EBENEZER JOHNSTONE, Burlington rd, Bayswater April 18 A F & R W Tweedie, Lincoln's inn

BEACH, JOHN ALLEN, Worcester, Farmer April 25 Garrood, Ledbury

BELL, JAMES, Onslow grdns, Sth Kensington April 8 Hastings Dauney, Suffolk st, Pall Mall

BENNETT, ROBERT, Bristol April 30 Lawrence & Co, Bristol

BOOTHROYD, JAMES, Holmfirth, York, Yarn Agent April 10 Meller & Fletcher, Holmfirth

BRAY, WILLIAM, Bedminster, Bristol, Grocer April 20 Tarr & Arkell, Bristol

BROWN, ZEPHANIAH, Derby, Butcher April 3 Livesey, Derby

BUCKLES, ELIZABETH, Preston, Lancs April 15 Bramwell, Preston

COBB, PRESTON, Holgate, York, Esq April 1 Leeman & Co, York

COCKS, HERBERT HALDANE SOMERS, Briary Freshwater, I of W, Esq April 3 Gadsden & Treherne, Bedford row

COLES, SUSANNAH OCTAVIA, Oxford April 7 Galpin, Oxford
DENTON, WILFRED, Dore, Derby, Colliery Proprietor May 1 Henry & Co, Sheffield
FAIR, JOANNA AMELIA, Elm park grds, Chelsea May 7 Cunliffes & Davenport, Chancery la
FAIRE, GILBERT, Bath April 20 Bannatyne & Co, Glasgow
FLETCHER, WILLIAM, Stapleford, Notts May 7 Parker Woodward, Nottingham
GILLETT, RICHARD, Graces rd, Camberwell June 1 Sinnott, Bristol
GOTHORPE, JAMES, Steningford Granges, York, Land Agent April 23 Wise & Son, Ripon
GOTZ, CARL JOHANN WILHELM, Manchester, Merchant May 1 Vaudrey, Manchester
HALFORD, CHARLES WILSON, Oxford April 7 Galpin, Oxford
HUDSON, ROBERT, Northumbrid, Joiner April 18 Douglas, Alnwick
JEPSON, CHARLOTTE, Liverpool April 10 Mason & Co, Liverpool
JONES, ANNE, Llandovery, Carmarthen, Innkeeper April 16 Williams, Llandilo
LUND, MARGARET, Woodplumpton, Lancs March 10 Clarke, Preston
MARSDEN, SOPHIA, Southport April 30 J & E Whitworth, Manchester
MARSHALL, MARY, Halifax May 1 Longbottom & Sons, Halifax
MCDONALD, ALEXANDER, Wilton, Wilts, Gent April 15 Wilson & Sons, Salisbury
MCDONALD, LOUISA, Wilton, Wilts April 15 Wilson & Sons, Salisbury
MILLS, WILLIAM PARTRIDGE, Ipswich April 9 Kersey, Ipswich
NUTT, ELIZABETH, West Brompton April 18 Blount & Co, Fitzalan House, Arundel st, Strand
PARKER, ADAMSON GEORGE, Ecclesfield, York, Esq April 18 Wake & Sons, Sheffield
PARKER, HARRIETT, Swainsby rd, Poplar April 10 Hulbert & Crowe, Broad st bldgs
PARKER, HELEN, Sheffield April 18 Wake & Sons, Sheffield
PARKER, ELIZABETH HARRIETT, Sheffield April 18 Wake & Sons, Sheffield
PARKER, KENYON CHARLES SHIRECLIFFE, Sheffield, Gent April 18 Wake & Sons, Sheffield
PINNIGER, CHRISTOPHER, Rockbourne, Hants, Farmer April 15 Wilson & Sons, Salisbury
POWELL, FREDERICK, Knaresbrough, Solicitor March 30 Powell & Co, Knaresbrough
POWER, FREDERICK, Farningham, Kent, Esq April 18 Bucknill, Raymond bldgs
PURDY, JAMES, Springwell, Durham March 30 Griffith & Co, Newcastle upon Tyne
RAWCLIFFE, GEORGE JOHN, Blackpool Mar 30 Clarke, Preston
ROBERTS, JOHN, Lavender hill, Battersea April 14 Wheatley & Co, Lime st
ROBINSON, JOHN, Northumberland, Farmer April 18 Douglas, Alnwick
ROWLEY, EMILY ISABELLA, Church rd, Upper Norwood April 18 C W Dommett & Son, Gresham st
SANDERSON, JOHN, Uxbridge rd, Ealing, Esq April 20 Chester & Co, Bedford row
TOOKS, GEORGE, Portsea, Southampton, Baker April 15 Lush, Southsea
TURNER, ELIZABETH, Hereford April 20 Humfrys, Hereford
WARD, THOMAS, Ashton upon Ribble, Lancs, Farmer Mar 30 Clarke, Preston

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 13.

RECEIVING ORDERS.

BARKER, FREDERICK WILLIAM, Norfolk Norwich Pet March 10 Ord March 10
BATCHELOR, CHARLES, Little New st, Coffee house Keeper High Court Pet Feb 21 Ord March 10
BATEMAN, JOHN, Stamford st, Blackfriars, Commercial Traveller High Court Pet March 9 Ord March 9
BISHOP, WILLIAM ORLANDO, Bulwell, Notts, Confectioner Nottingham Pet March 11 Ord March 11
BRINDLEY, GEORGE, Burslem, Timber Merchant Hanley Pet March 10 Ord March 10
BROOKE, WILLIAM, Birmingham, Baker Birmingham Pet March 11 Ord March 11
BROWNE, JAMES LOXHAM, The Vale, Hampstead, Artist High Court Pet March 10 Ord March 10
BUDDEN, H A, Woodstock rd, Bedford Park Brentford Pet Jan 9 Ord March 10
CAMERON, ALEXANDER DONALD, Holloway rd, Grocer High Court Pet March 10 Ord March 10
CHAPMAN, GEORGE, Luton, Beds, Upholsterer Luton Pet March 7 Ord March 7
CROW, JOHN, Gt Bridge, Staffs, Brick Manufacturer West Bromwich Pet March 10 Ord March 10
DAVIDGE, JAMES HEADFORD, Birmingham, Provision Dealer Birmingham Pet March 10 Ord March 10
DAVIES, JOHN, Hereford, Farmer Hereford Pet March 10 Ord March 10
DE CORTAZZI, JAMES, Blagrove rd, Nth Kensington High Court Pet Feb 18 Ord March 19
DESMOND, PATRICK, Cheetham, Lancs, Butter Dealer Manchester Pet Feb 10 Ord March 9
EVANS, JOHN, Aston, nr Birmingham, Baker Birmingham Pet March 9 Ord March 9
FIELD, JOHN EDWIN, Edgbaston, Cabinet Maker Birmingham Pet March 10 Ord March 10
FIELD, LORENZO, Edgbaston, Cabinet Maker Birmingham Pet March 10 Ord March 10
FLORANCE, JAMES, Aston, nr Birmingham, Butcher Birmingham Pet March 10 Ord March 10
FOLLETT, WILLIAM, Tunbridge, Kent, Grocer Tunbridge Wells Pet March 10 Ord March 10
GODDARD, WALTER, Luton, Beds Luton Pet March 9 Ord March 9
HAMER, DAVID BOWEN, Rhayader, Radnors, Builder Newtown Pet March 9 Ord March 9
HARNAMAN, JOSEPH THOMAS, Birmingham, Colour Merchant Birmingham Pet March 9 Ord March 9
JAMES, RICHARD, Hipperholme, nr Halifax, Saddler Halifax Pet March 9 Ord March 9
JEFFERIES, THOMAS CHARLES, Birmingham, Commission Agent Birmingham Pet March 9
JENKINS, H C, Appledore, Kent Hastings Pet Feb 6 Ord March 9
LEE, JOHN, Leamington, Licensed Victualler Warwick Pet March 9 Ord March 9
LOCKE, GEORGE HENRY, Leicester Leicester Pet March 9 Ord March 9
MARCUS, DAGOBERT, Birmingham, Factor Birmingham Ord March 9
MILLER, ERNEST WILLIAM, Hockley Heath, nr Birmingham, Farmer Birmingham Pet March 11 Ord March 11
MILNER, JOHN HENRY, Gainsborough Lincoln Pet March 11 Ord March 11
MOSELEY, FREDERICK WINTERSGILL, Bradford, Yorks, Architect's Assistant Carlisle Pet Feb 11 Ord March 7
PARKER, JOSEPH, jun, Sacriston, nr Durham, Insurance Agent Durham Pet March 11 Ord March 11
PAYER, CHARLES HENRY, Cardington, Beds Bedford Pet Feb 26 Ord March 7
PERRY, WESLEY, Egloshayle, Cornwall, Farmer Truro Pet March 9 Ord March 9
PETHERICK, ARTHUR JOHN, Torquay, General Dealer Exeter Pet March 9 Ord March 9
PRIDHAM, WILLIAM FREDERICK, Earl's Court rd, Physician High Court Pet Feb 7 Ord March 11
PROTHERO, CHARLES WILLIAM, Putney, Commercial Clerk Wandsworth Pet March 9 Ord March 9
RANSOM, GEORGE EDWARD, Hastings Hastings Pet March 10 Ord March 10
RHODES, JOHN EDWIN, Tanshelf, Yorks, Grocer Wakefield Pet March 10 Ord March 10
RICHARDS, DANIEL, Devonport, Timber Merchant Plymouth Pet March 10 Ord March 10
ROBERTS, JOHN THOMAS, Colwyn Bay, Denbigh, Builder Bangor Pet March 9 Ord March 9
ROSS, ALEXANDER LESLIE, Rochdale, Plasterer Rochdale Pet March 9 Ord March 9
RYAN, WILLIAM JOSEPH, St John's rd, Hoxton, Physician High Court Pet March 11 Ord March 11
SEBRIGHT, ARTHUR EDWARD SAUNDERS, Letcombe Bassett, Berks, Gent Oxford Pet Feb 21 Ord March 10
SHAW, JOHN, Birkenhead, Builder, Birkenhead Pet March 9 Ord March 9
SHAWCROSS, WILLIAM, and WALLACE SHAWCROSS, Manchester, Cotton Manufacturers Manchester Pet March 11 Ord March 11
SPENCER, WILLIAM, Netherseal, Leicester, Labourer, Burton on Trent Pet March 9 Ord March 9
STACKHOUSE, WILLIAM, Burnley, Lancs, Milliner Burnley Pet Feb 29 Ord Feb 29
THOMAS, ANTHONY TREGERTHAN, Pontypridd, Painter Pontypridd Pet March 9 Ord March 9
WHEELER, THOMAS, Wolverhampton, Hay Dealer Wolverhampton Pet March 11 Ord March 11
WILLIAMS, WILLIAM, Dolgelly, Hotel Proprietor Aberystwith Pet March 11 Ord March 11

FIRST MEETINGS.

ANDREWS, THOMAS, Totnes, Devonshire, Dairyman March 24 at 10 10, Athenæum trrce, Plymouth
ASPINALL, EDWARD, Lightcliffe, nr Halifax, Draper March 23 at 11 Off Rec, Townhall chmbrs, Halifax
AUDSLEY, GEORGE GILBERT, Uley, Glos, Machinist March 21 at 12 Off Rec, 15, King st, Gloucester
BAHR, ALFRED C, Gt Portland st, Publican March 20 at 12 Bankruptcy bldgs, Carey st
BEEDLE, HARRY, Tipton, Staffs, Painter March 20 at 10.30 Off Rec, Dudley
BEYNON, JOHN, Haverfordwest, Cabinet Maker March 21 at 3 Off Rec, 4, Queen st, Carmarthen
BOWLER, THOMAS CHARLES, Wavendon, Bucks, Builder March 21 at 1 County Court bldgs Northampton
BOWLEY, JAMES LYON, Tolpuddle, Dorset March 20 at 12.30 Off Rec, Salisbury
BURROWS, OLIVER, Banner st, St Luke's, Boot Manufacturer March 20 at 2.30 Bankruptcy bldgs, Carey st
CHARTER, JAMES, Norwich, Schoolmaster March 23 at 3 Off Rec, 8, King st, Norwich
COLE, ROBERT, Margery Pk rd, Forest Gate, Grocer March 20 at 11 Bankruptcy bldgs, Carey st
COOPER, SYLVANUS FRANCIS, Buckingham, Draper March 23 at 3 Bankruptcy Office, Oxford
CORBETT, MURDOCH, Brynmawr, Brecons, Draper March 20 at 3 35, High st, Merthyr Tydfil
CURZON, GEORGE WILLIAM, Runcorn, Decorator March 25 at 3 Ogden's chmbrs, Bridge st, Manchester
DAVIES, JOHN, Hereford, Farmer March 24 at 10 2, Offa st, Hereford
DIXON, FRANCIS, and JAMES HERBERT DIXON, Kingston upon Hull, Marble Masons March 21 at 11 Off Rec, Trinity House lane, Hull
EDIS, ROBERT, Llandyssul, Carmarthens, Hotel Keeper March 21 at 11 Off Rec, 4, Queen st, Carmarthen
EDWARDS, JOSHUA, Fleetwood, Lancs, Butcher April 10 at 2.30 Off Rec, 14, Chapel st, Preston
EDWARDS, PRYCE, Craven Arms, Salop, Malt Dealer March 26 at 10 4, Corn sq, Leominster
EVERALL, HELEN, Ludlow, Salop, Ironmonger March 26 at 10 4, Corn sq, Leominster
EVERALL, THOMAS, Ludlow, Salop, Ironmonger March 26 at 10 4, Corn sq, Leominster
FENTON, BENJAMIN, Preston, Lancs, Tobacconist March 20 at 2.30 Off Rec, 14, Chapel st, Preston
FREEMAN, FRANK, Yoxford, Suffolk March 20 at 11.45 Off Rec, 36, Princes st, Ipswich
GETHIN, THOMAS, jun., Llanwyddelan, Montgomeryshire, Bootmaker March 20 at 1 Off Rec, Llanidloes
GIBBS, STEPHEN, Herne Bay, Kent, Veterinary Surgeon March 26 at 11 Off Rec, 73, Castle st, Canterbury
GRIFFITH, ROBERT, Groesion, nr, Carnarvon, Grocer March 20 at 12 Railway Hotel, Bangor
HEIGHWAY, RICHARD TILSLEY, sen., and RICHARD TILSLEY HEIGHWAY, jun., Bream, Glos, Drapers March 21 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HOLFORD-STEVENS, WILLIAM, and ERNEST HOLFORD-STEVENS, Lewes, Auctioneers March 25 at 12 Off Rec, 4, Pavilion bldgs, Brighton
HUCK, ROBERT, and ROBERT GIBSON HUCK, Preston Richard, Westmorland, Farmers March 21 at 11.30 120 Highgate, Kendal
HORN, THOMAS, Drybeck, Westmorland, Farmer March 21 at 11 120, Highgate, Kendal
JAMES, RICHARD, Hipperholme, Halifax, Saddler March 23 at 12 Off Rec, Townhall chmbrs, Halifax
JONES, GEORGE, Dartmouth, Boot Manufacturer March 21 at 11.30 10, Athenæum ter, Plymouth
JONES, SIDNEY ALLEN, Carshalton, Surrey March 20 at 11.30 24, Railway app, London Bridge
LOCKE, GEORGE HENRY, Leicester March 20 at 3 Off Rec, 1, Berridge st, Leicester
MALTBY, JAMES WILLIAM, Morton, Derby March 20 at 12 Off Rec, 40, St Mary's gate, Derby
MANSBRIDGE, GEORGE, Upper Shide, I W, Miller March 23 at 11 Off Rec, Newport, I W
MORGANS, MARGARET, Ferryside, Carmarthen, Draper March 21 at 12 Off Rec, 4, Queen st, Carmarthen
NETHERSOLE, WILLIAM, Deal, Kent, Auctioneer March 26 at 11.30 Off Rec, 73, Castle st, Canterbury
NORTHOVER, JAMES, Cerne, Dorset, Farmer March 20 at 1 Off Rec, Salisbury
PERRY, WESLEY, Egloshayle, Cornwall, Farmer March 20 at 11.30 Off Rec, Boscawen st, Truro
PLOWMAN, FREDERICK, Saxelby, Leics, Grazier March 20 at 12.30 Off Rec, 1, Berridge st, Leicester
ROWNTREE, THOMAS, Hartlepool, Fisherman March 20 at 3 Off Rec, 25, John st, Sunderland
SARGEANT, THOMAS, Northampton, Painter March 21 at 12.30 County Court bldgs, Northampton
SHAWCROSS, WILLIAM, and WALLACE SHAWCROSS, Clayton, Manchester, Cotton Manufacturers March 20 at 12 Ogden's chmbrs, Bridge st, Manchester
SLATER, WILLIAM, Upper Gornal, Staffs, Builder March 20 at 11 Off Rec, Dudley
TAYLOR, JAMES, West Cowes, I W March 23 at 11.30 Off Rec, Newport, I W
TILLEY, SAMUEL, Bedford row, Solicitor March 20 at 2.30 Bankruptcy bldgs, Carey st
TOTHILL, ELEANORA, Newport, Mon, Innkeeper March 21 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
TRENHOLME, GEORGE, Thirsk, Yorks, Joiner March 23 at 11.30 Court house, Northallerton
WARREN, CHARLES FREDERICK, Broadstairs, Kent March 26 at 12.30 Off Rec, 73, Castle st, Canterbury
WAY, TOM, Bridport, Dorset, Carpenter March 21 at 12.30 Off Rec, Salisbury
WEBB, JOHN, Grosmont, Mon, Butcher March 24 at 10 2, Offa st, Hereford
WORTH, JOSEPH HENRY, Bodmin, Cornwall, Plumber March 24 at 12 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

BAKER, W, Gravesend, Confectioner Rochester Pet Feb 13 Ord March 10
BARKER, FREDERICK WILLIAM, Stoke Holy Cross, Norfolk Norwich Pet March 9 Ord March 19
BATEMAN, JOHN, Stamford st, Blackfriars, Commercial Traveller High Court Pet March 9 Ord March 9
BATCHELOR, CHARLES, Little New st, Coffee house Keeper High Court Pet Feb 21 Ord March 11
BEYNON, JOHN, Haverfordwest, Cabinet Maker Pembroke Dock Pet March 2 Ord March 9
BISHOP, WILLIAM ORLANDO, Bulwell, Notts, Confectioner Nottingham Pet March 11 Ord March 11
BROOKE, WILLIAM, Birmingham, Baker Birmingham Pet March 11 Ord March 11
BROWNE, JAMES LOXHAM, The Vale, Hampstead, Middlesex, Artist High Court Pet March 10 Ord March 10
CAMERON, ALEXANDER DONALD, Holloway rd, Grocer High Court Pet March 10 Ord March 10
COOPER, WILLIAM BROWN, Marylebone, Draper High Court Pet Feb 26 Ord March 10
DAVIES, JOHN, Hereford, Farmer Hereford Pet March 10 Ord March 10
EDGAR, ROBERT RICHARDSON, Willesden lane, Retail Clothier High Court Pet Feb 5 Ord March 7
FOLLETT, WILLIAM, Tonbridge, Grocer Tunbridge Wells Pet March 7 Ord March 10

GRIFFITH, WILLIAM, Porthdinorwic, Carnarvon, Farmer Bangor Pet Jan 24 Ord March 9
GRIFFITH, ROBERT, Grosslon, nr Carnarvon, Grocer Bangor Pet Feb 17 Ord March 11
HAMER, DAVID BOWEN, Rhayader, Radnor, Builder Newtown Pet March 9 Ord March 10
JACKSON, WILLIAM, Walsall, Fruiterer Walsall Pet Feb 27 Ord March 10
JAMES, RICHARD, Hippecholme, nr Halifax, Journeyman Saddler Halifax Pet March 9 Ord March 9
LAKE, SIMON, Caledonian rd, Flour Dealer Wandsworth Pet Feb 4 Ord March 10
LAND, WILLIAM, Blackburn, Clothier Blackburn Pet July 15 Ord Aug 31
LEE, JOHN, Leamington, Licensed Victualler Warwick Pet March 9 Ord March 9
LOCKE, GEORGE HENRY, Leicester, Hosier Hand Leicester Pet March 7 Ord March 9
MACDONA, HENRY WILLIAM, Clarendon rd, Notting Hill, Commission Agent High Court Pet Dec 9 Ord March 11
MILNER, JOHN HENRY, Gainsborough Lincoln Pet March 11 Ord March 11
MUDON, JOHN, Walton st, Pont st, Chelsea, Watchmaker High Court Pet Jan 7 Ord March 10
NEWPORT, WILLIAM ROBERT, Hillingdon East, Corn Merchant Windsor Pet March 3 Ord March 9
PARKER, JOSEPH, jun, Sacriston, nr Durham, Insurance Agent Durham Pet March 11 Ord March 11
PEEL, ALFRED H, Brook st, Havover sq, Gent High Court Pet Dec 3 Ord Mar 11
PEEL, WILLIAM CHARLES, Brook st, Hanover sq, Gent High Court Pet Dec 3 Ord March 11
PERRY, WESLEY, Egloshayle, Cornwall, Farmer Truro Pet March 7 Ord March 9
PETHERICK, ARTHUR JOHN, Torquay, General Dealer Exeter Pet March 9 Ord March 9
RHODES, JOHN EDWIN, Tanshelf, Yorks, Grocer Wakefield Pet March 10 Ord March 10
RICHARDS, DANIEL, Devonport, Timber Merchant Plymouth Pet March 10 Ord March 10
RICHARDSON, FERDINAND, South rd, Twickenham Brentford Pet Dec 24 Ord March 5
ROSS, ALEXANDER LESLIE, Rochdale, Plasterer Rochdale Pet March 9 Ord March 9
RYAN, WILLIAM JOSEPH, St John's rd, Hoxton, Physician High Court Pet March 11 Ord March 11
SPENCER, WILLIAM, Netherseal, Leics, Labourer Burton on Trent Pet March 9 Ord March 9
STACKHOUSE, WILLIAM, Burnley, Lancs, Milliner Burnley Pet Feb 28 Ord Feb 29
THOMAS, ANTHONY TREGETHAN, Pontypridd, Painter Pontypridd Pet March 9 Ord March 9
WHEELER, THOMAS, Wolverhampton, Hay Dealer Wolverhampton Pet March 10 Ord March 11
WOOD, JOHN CUNDELL, Sunderland, Surgeon Sunderland Pet Feb 19 Ord March 9

ADJUDICATION ANNULLED.

ARMITAGE, CHARLES S., Buxton, Derbyshire, no occupation Stockport Adjud Nov 15, 1894 Annul March 6, 1896

London Gazette.—TUESDAY, March 17.

RECEIVING ORDERS.

ATKINSON, BOSWELL, Knapton, nr York, Blacksmith York Pet March 9 Ord March 9
BACKHOUSE, ANNIE, Wistow, nr Selby, Yorks Kingston upon Hull Pet Feb 20 Ord March 13
BURNHOPE, JOHN, Millom, Cumbs Ulverston Pet Feb 8 Ord March 11
BUTCHER, HERBERT, Cheriton, nr Alresford, Hants, Baker Winchester Pet March 14 Ord March 14
CHEW, JOHN THOMAS, Bilston, Staffs, Licensed Victualler Wolverhampton Pet March 14 Ord March 14
CLARKE, GEORGE EDMUND, Somerby, Leics, Horse Dealer Leicester Pet March 12 Ord March 12
CONDOT, ARTHUR J, Boscombe, Bournemouth, Chemist Poole Pet Feb 28 Ord March 13
COOPER, JOHN ALFRED, Liverpool, Painter Liverpool Pet March 12 Ord March 12
DOWSON, HUGH GEORGE, Eggleston Abbey, Yorks, Cattle Salesman Stockton on Tees Pet March 12 Ord March 12
EDWARDS, J C, Burgh, Lincs Boston Pet Jan 31 Ord March 12
FIELD, HENRY, Ash Vale, Surrey, Baker Guildford Pet March 13 Ord March 13
FIELDING, HAMLET, Hopton, Yorks, Under Gamekeeper Dewsbury Pet March 12 Ord March 12
FOWLES, WILLIAM, Landport, Hants, Bootmaker Portsmouth Pet March 12 Ord March 12
FRID, RICHARD, Sheerness, Kent, Greengrocer Rochester Pet March 14 Ord March 14
GARRITT, AUSTIN, Wordsworth rd, Penge Croydon Pet Feb 11 Ord March 10
GREENWOOD, TOM RICHARDSON, Harpurhey, Manchester, Spice Miller's Manager Manchester Pet March 12 Ord March 12
HALL, JOHN, Wildmore, Lincs, Innkeeper Lincoln Pet March 13 Ord March 13
HANKS, THOMAS H, Charing Cross rd, Gent High Court Pet Jan 21 Ord March 13
HART, CHARLES HENRY, Bradford on Avon, Watchmaker Bath Pet March 12 Ord March 12
HILL, JOHN FRANCIS, Sittingbourne, Kent, Licensed Victualler Rochester Pet March 13 Ord March 13
HUNT, WILLIAM HENRY, Morley, Derbys, Farmer Derby Pet March 13 Ord March 13
LOUIS, —— (lately trading as R E GARDINER & Co), Portobello rd, Notting Hill, Clothier High Court Pet Feb 25 Ord March 14
LUFF, JOHN FISHER, Mark, Somersets, Farmer Wells Pet March 11 Ord March 14
MANSFIELD, CHARLES, Plymouth, Printer Plymouth Pet March 12 Ord March 12
MARKS, H, St Helen's pl High Court Pet Dec 19 Ord March 14
MARKS, R, Aylesbury, Tobacconist Aylesbury Pet March 3 Ord March 14
MARSHALL, EDWARD CHARLES, Dunkeswell, Devon, Miller Exeter Pet March 13 Ord March 13
MARSHALL, THOMAS, Shipton Thorpe, Yorks, Farmer York Pet March 12 Ord March 12
MEDLAND, NICHOLAS GEORGE, Devonport, Hairdresser Plymouth Pet March 12 Ord March 12
ORPIN, GEORGE ROBERT, Frittenden, Kent, Miller Hastings Pet March 13 Ord March 13
OSBORNE, SAMUEL EDWIN, Norwich, Clerk Norwich Pet March 12 Ord March 12
PARKER, WILLIAM CROMPTON, Southport, Hotel Keeper Liverpool Pet March 12 Ord March 12
PECK, WILLIAM, Islington, Shopfitter High Court Pet March 14 Ord March 14
REES, WILLIAM REES, Pontycymmer, Glam, Hosier Cardiff Pet March 11 Ord March 11
ROBINSON, GODFREY, and HENRY STUBBINS, Winterton, Lincs, Grocers Gt Grimsby Pet March 12 Ord March 12
SAUNDERS, AUBREY WILLIAM OGILVIE, Maida Vale High Court Pet Feb 19 Ord March 12
SHAW, HARRY PERCY, Shrewsbury, Naturalist Shrewsbury Pet March 12 Ord March 12
SLATER, THOMAS, Lostock Gralam, Ches, Grocer Nantwich Pet March 2 Ord March 11
TAYLOR, EMMA JANE, Pleasley, nr Mansfield, Notts Dealer in Hunters Leicester Pet March 13 Ord March 13
THACKER, HERBERT BARRETT, Newbold Verdon, Leicester, Draper Leicester Pet Feb 22 Ord March 13
THOMAS, MICHAEL CORNISH, St Budeaux, nr Devonport, Butcher Plymouth Pet March 12 Ord March 12
THRUPP, JAMES, Pontypool, Mon, Clerk Newport, Mon Pet March 13 Ord March 13
TRIBE, HENRY, Llangoven, Farmer, Newport, Mon Pet Feb 26 Ord March 13
WATSON, JOHN SYDENHAM, Thurlow Park rd, Dulwich, Estate Agent High Court Pet Feb 7 Ord March 12
WATTS, W G, Leamington rd villas, Bayswater High Court Pet Feb 12 Ord March 12
WILCOX, FRANK, Walsall, Grocer Walsall Pet March 13 Ord March 13
WILLIAMS, EDWARD, Llanbradach, nr Caerphilly, Glam, Draper Pontypridd Pet March 12 Ord March 12
WILLIAMS, HENRY, Tonypandy, Glam, Provision Dealer Pontypridd Pet March 12 Ord March 12
WILLIAMS, THOMAS ELSON, Haverfordwest, Licensed Victualler Pembroke Dock Pet March 13 Ord March 13
WILSON, FRANK, Bradford, Yorks, Slater Bradford Pet March 12 Ord March 12
YOUNGSON, THOMAS, Marton cum Grafton, Yorks, Joiner York Pet March 14 Ord March 14

FIRST MEETINGS.

ATKINSON, BOSWELL, Knapton, Yorks, Blacksmith March 24 at 12.30 Off Rec, 28, Stonegate, York
BATEMAN, JOHN, Stamford st, Blackfriars, Commercial Traveller March 24 at 11 Bankruptcy bldgs, Carey st
BLAYDES, GEORGE INGHAM, Holbeach, Lincs, Farmer March 27 at 2.30 Off Rec, 8, King st, Norwich
BOYES, JOHN, Thornton le Dale, Yorks, late Miller March 24 at 3 Off Rec, 74, Newborough st, Scarborough
BROWN, JOHN, Harborne, Birmingham, Builder March 25 at 11 23, Colmore row, Birmingham
CAMERON, ALEXANDER DONALD, Holloway rd, Grocer March 24 at 2.30 Bankruptcy bldgs, Carey st
CHAPMAN, GEORGE, Luton, Beds, Upholsterer March 25 at 12 Off Rec, St Paul's sq, Bedford
CHINNICK, EDWIN, Barking, Essex, Boot Dealer March 24 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
COOPER, WILLIAM BROWN, High st, Marylebone, Draper March 24 at 12 Bankruptcy bldgs, Carey st
DAVIDGE, JAMES HEADFORD, Birmingham, Provision Dealer March 27 at 11 23, Colmore, row, Birmingham
DAVIES, BEN, Llanelly, General Clothier March 24 at 11.30 Off Rec, 4, Queen st, Carmarthen
DAUBINEY, HARRIET, Brynmawr, Breconshire, General Dealer March 25 at 12 65, High st, Merthyr Tydfil
EDGAR, ROBERT RICHARDSON, St John's terrace, Willesden lane, Retail Clothier March 24 at 12 Bankruptcy bldgs, Carey st
EVANS, JOHN, Aston, nr Birmingham, Baker March 26 at 11 23, Colmore row, Birmingham
EDWARDS, DAVID, Llanddewiaberarth, Cardigans, Cattle Dealer March 24 at 12.30 Off Rec, 4, Queen st, Carmarthen
FIELDING, HAMLET, Mirfield, Yorks March 24 at 3 Off Rec, Bank chmbrs, Batley
GODDARD, WALTER, Luton, Beds, Manufacturer March 25 at 11.30 Off Rec, St Paul's square, Bedford
GREENWOOD, TOM RICHARDSON, Harpurhey, Manchester, Spice Miller's Manager March 25 at 3.15 Ogden's chmbrs, Bridge st, Manchester
HAMER, DAVID BOWEN, Rhayader, Radnorshire, Builder March 26 at 1 Off Rec, Llanidloes
HART, CHARLES HENRY, Bradford on Avon, Watchmaker March 25 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
HEATON, THOMAS, West Hartlepool, Labourer March 24 at 4 Royal Hotel, West Hartlepool
HOPKINS, WILLIAM, Aberfan, Glam, Grocer March 24 at 12 65, High st, Merthyr Tydfil
HOWELL, W, Glasshouse st, Regent st March 24 at 2.30 Bankruptcy bldgs, Carey st
LAKE, SIMON, Caledonian rd, Flour Dealer March 26 at 11.30 24, Railway app, London Bridge
LEE, JOHN, Leamington, Licensed Victualler March 24 at 12.30 Off Rec, 17, Hertford st, Coventry
LUFF, JOHN FISHER, Mark, Somersets, Farmer March 25 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
MARSHALL, EDWARD CHARLES, Dunkeswell, Devons, Miller March 26 at 10 Off Rec, 13, Bedford circus, Exeter
MARSHALL, THOMAS, Thorpe, Yorks, Farmer March 26 at 12.30 Off Rec, 28, Stonegate, York
MURRAY, JAMES, West Hartlepool, Plasterer March 24 at 4.50 Royal Hotel, West Hartlepool
NASH, WILLIAM, Hemel Hempstead, Herts, Farmer March 25 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
PARKER, JOSEPH, the younger, Durham, Insurance Agent March 26 at 4 Off Rec, 25, John st, Sunderland
PETHERICK, ARTHUR JOHN, Torquay, General Dealer March 26 at 10 Off Rec, 13, Bedford circus, Exeter
RHODES, JOHN EDWIN, Tanshelf, Yorks, Grocer March 21 at 11 Off Rec, 6, Bond ter, Wakefield
ROBERTS, JOHN THOMAS, Colwyn Bay, Denbigh, Builder March 26 at 2.30 Crypt chmbrs, Eastgate row, Chester
ROBINSON, GODFREY, and HENRY STUBBINS, Winterton, Lincs, Grocers March 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby
ROWE, OLIVER, Sydney ter, Fulham rd, Bootmaker March 25 at 12 Bankruptcy bldgs, Carey st
SHAW, JOHN, Birkenhead, Builder Mar 25 at 12 Off Rec, 35, Victoria st, Liverpool
SHAW, HARRY PERCY, Shrewsbury, Naturalist March 25 at 11.30 Off Rec, Shrewsbury
SECKERSON, WILLIAM JAMES, Stanley rd, Croydon, Shorthand Clerk March 24 at 11.30 24, Railway app, London Bridge
SPENCER, WILLIAM, Netherseal, Leicestershire, Labourer March 27 at 12 Off Rec, 40, St Mary's gt, Derby
SUDDABY, THOMAS, Bramhall, Cheshire, Builder March 26 at 10.30 Off Rec, County Chambers, Market place, Stockport
UGLE, GEORGE, Eland rd, Lavender Hill, Builder March 26 at 12.30 24, Railway app, London Bridge
WINSTON, CHARLES, Ulverston, Lancs, Grocer March 24 at 3 Off Rec, 16, Cornwallis st, Barrow in Furness

ADJUDICATIONS.

ATKINSON, BOSWELL, Knapton, nr York, Blacksmith York Pet March 9 Ord March 9
BUTCHER, HERBERT, Cheriton, Hants, Baker Winchester Pet March 14 Ord March 14
CHAPMAN, GEORGE, Luton, Beds, Upholsterer Luton Pet March 7 Ord March 12
CLARKE, GEORGE EDMUND, Somerby, Leics, Horse Dealer Leicester Pet March 12 Ord March 12
COOPER, JOHN ALFRED, Liverpool, Painter Liverpool Pet March 11 Ord March 12
DAVIDGE, JAMES HEADFORD, Birmingham, Provision Dealer Birmingham Pet March 10 Ord March 14
DOWSON, HUGH GEORGE, Eggleston Abbey, Yorks, Cattle Salesman Stockton on Tees Pet March 11 Ord March 12
EVANS, JOHN, Aston, nr Birmingham, Baker Birmingham Pet March 9 Ord March 14
FIELD, JOHN EDWIN, Edgbaston, Cabinet Maker Birmingham Pet March 10 Ord March 14
FIELD, LORENZO, Edgbaston, Cabinet Maker Birmingham Pet March 10 Ord March 14
FIELDING, HAMLET, Mirfield, Yorks, Gamekeeper Dewsbury Pet March 11 Ord March 12
FLORANCE, JAMES, Aston, nr Birmingham, Butcher Birmingham Pet March 10 Ord March 14
FRID, RICHARD, Sheerness, Greengrocer Rochester Pet March 14 Ord March 14
GREENWOOD, TOM RICHARDSON, Manchester, Manager Manchester Pet March 12 Ord March 12
HALL, JOHN, Wildmore, Lincs, Innkeeper Lincoln Pet March 13 Ord March 13
HARNAMAN, JOSEPH THOMAS, Birmingham, Drysalter Birmingham Pet March 9 Ord March 14
HART, CHARLES HENRY, Bradford on Avon, Watchmaker Bath Pet March 12 Ord March 12
HEPNER, MAX SIMON ADOLPH, New Zealand avenue, Publisher High Court Pet Feb 20 Ord March 12
HILL, JOHN FRANCIS, Sittingbourne, Kent, Licensed Victualler Rochester Pet March 13 Ord March 14
HUNT, WILLIAM HENRY, Morley, Derbyshire, Farmer Derby Pet March 13 Ord March 13
JEFFERIES, THOMAS CHARLES, Birmingham, Commission Agent Birmingham Ord March 14
JONES, JOHN, Commercial rd East, Dairyman High Court Pet Jan 21 Ord March 12
JONES, SIDNEY ALLEN, Carshalton, Surrey Croydon Pet Feb 6 Ord March 11
LUFF, JOHN FISHER, Mark, Somersetshire, Farmer Wells Pet March 11 Ord March 14
MARCUS, DAGOBERT, Birmingham, Factor Birmingham Ord March 14
MARSHALL, EDWARD CHARLES, Dunkeswell, Devonshire, Miller Exeter Pet March 13 Ord March 13
MARSHALL, THOMAS, Shipton Thorpe, Yorks, Farmer York Pet March 11 Ord March 12
MARSFIELD, THOMAS KERLY, Melrose gdns, Shepherd's Bush, Gent High Court Pet Feb 4 Ord March 13
MEDLAND, NICHOLAS GEORGE, Devonport, Hairdresser Plymouth Pet March 9 Ord March 12
MILLS, THOMAS, Bedminster, Bristol, Farmer Bristol Pet March 3 Ord March 12
NYCANDER, AXEL GARIBALDI, Dunstan's hill High Court Pet Dec 2 Ord March 11
ORPIN, GEORGE ROBERT, Frittenden, Kent, Miller Hastings Pet March 12 Ord March 13
OSBORNE, SAMUEL EDWIN, Norwich, Clerk Norwich Pet March 12 Ord March 12
PROTHERO, CHARLES WILLIAM, Upper Richmond rd, Putney, Commercial Clerk Wandsworth Pet March 7 Ord March 16
ROBINSON, GODFREY, and HENRY STUBBINS, Winterton, Lincs, Grocers Gt Grimsby Pet March 12 Ord March 12
SHAWCROSS, WILLIAM, and WALLACE SHAWCROSS, Clayton, Manchester, Cotton Manufacturers Manchester Pet March 11 Ord March 12
SMITH, WILLIAM, Sussex st, Pimlico High Court Pet March 13 Ord Jan 2
TAIT, ROBERT, Aldershot, Master Tailor Guildford Pet March 4 Ord March 11
TAYLOR, EMMA JANE, Market Harborough, Leics, Dealer in Hunters Leicester Pet March 13 Ord March 13
THOMAS, MICHAEL CORNISH, Devonport, Butcher Plymouth Pet March 12 Ord March 12

THRUPP, JAMES, Pontypool, Clerk Newport, Mon Pet March 13 Ord March 13
WILCOX, FRANK, Walsall, Staffs, Grocer Walsall Pet March 13 Ord March 13
WILKINSON, LIONEL, Farnham, Surrey High Court Pet Sept 3 Ord March 12
WILLIAMS, EDWARD, Llanbradach, nr Caerphilly, Glam, Draper Pontypridd Pet March 12 Ord March 12
WILLIAMS, SAMUEL, Cardiff, Grocer Cardiff Pet Jan 25 Ord March 10
WILLIAMS, THOMAS ELSON, Haverfordwest, Licensed Victualler Pembroke Dock Pet March 12 Ord March 13
WILSON, FRANK, Bradford, Yorks, Slater Bradford Pet March 12 Ord March 12
YOUNGSON, THOMAS, Marton cum Grafton, Yorks, Joiner York Pet March 14 Ord March 14

ADJUDICATION ANNULLED.

BACK, ROBERT, Flegg Burgh, Norfolk, Market Gardener Great Yarmouth Adjud Dec 31, 1894 Annul March 14, 1896

SALES OF ENSUING WEEK.

March 24.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, Freehold Ground-rents, secured on properties at Camberwell Green and Denmark Hill; Shops and Houses in main thoroughfares of same neighbourhood; and Freehold Ground-rents, secured upon 29 and 30, Aldermanbury, City (see advertisements on page 3, Feb. 29, and on page 3, March 14).

March 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, Freehold Ground-rents, secured on properties in the City of London, Finsbury, and Bayswater; and also Freehold Ground-rents, secured upon properties at Stoke Newington (see advertisement on page 3, March 14).

March 26.—Messrs. STIMSON & SONS, at the Mart, at 2, House Property in Bermondsey, Old Kent-road, and Clapham-junction; and Leasehold Ground-rents, secured upon 35 to 47 (odd), Falcon-grove, Clapham-junction (see advertisement on page 3 of this week's issue).

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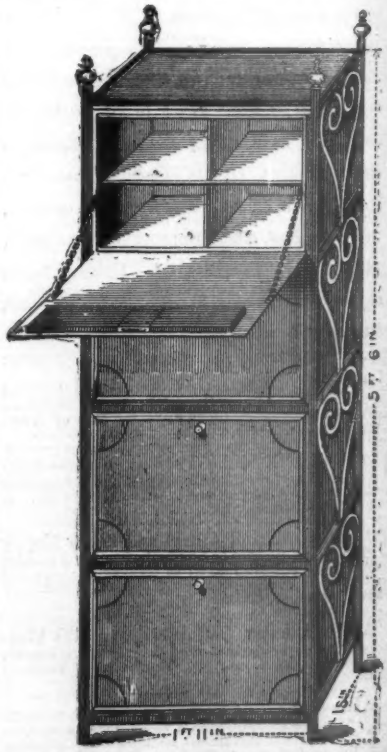

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